



**UPDATED A G E N D A**  
**OCONEE COUNTY COUNCIL MEETING**  
**December 07, 2021 6:00 PM**  
Council Chambers, Oconee County Administrative Offices  
415 South Pine Street, Walhalla, SC

**Call to Order**

**Moment of Silence**

**Invocation by County Council Chaplin**

**Pledge of Allegiance to the Flag of the United States of America**

**Approval of Minutes**

November 16, 2021 Regular Minutes

**County Attorney Comments**

**County Administrator Comments**

**Proclamations**

**Proclamation 2021-17** A PROCLAMATION RECOGNIZING AND HONORING  
DECEMBER 18, 2021 AS NATIONAL WREATHS ACROSS AMERICA DAY

**Public Comment Session**

*[Limited to a total of forty (40) minutes, four (4) minutes per person]*

*If you are not able to attend in person and you have a comment, you may submit it by emailing [jennifercadams@oconeesc.com](mailto:jennifercadams@oconeesc.com) or calling 864-718-1023, so that your comment may be read it into the record.*

**Council Member Comments**

**Public Hearing regarding the Following Ordinances**

*If you would like to be heard during either of the public hearings, please contact Clerk to Council Jennifer C. Adams at [jennifercadams@oconeesc.com](mailto:jennifercadams@oconeesc.com) or 864-718-1023 so that your participation by may be coordinated.*

*[None scheduled for this meeting.]*

**Third Reading of the Following Ordinances**

*[None scheduled for this meeting.]*

**COUNCIL MEMBERS**

John Elliott, Chair, District I

Paul Cain, Vice-Chair, District III

Julian Davis, III, Chair Pro Tem, District IV

Matthew Durham, District II

Glenn Hart, District V

## Second Reading of the Following Ordinances

**Ordinance 2021-25** AN ORDINANCE TO DEVELOP A JOINT COUNTY INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH ANDERSON COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN ANDERSON COUNTY AND ESTABLISHED PURSUANT TO SEC. 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH ANDERSON COUNTY TO PROVIDE FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF *AD VALOREM* TAXATION; AND OTHER MATTERS RELATED THERETO.

## First Reading of the Following Ordinances

*[None scheduled for this meeting.]*

## First & Final Reading of the Following Resolutions

**Resolution 2021-16** A RESOLUTION DIRECTING THE OCONEE COUNTY PLANNING COMMISSION TO CONDUCT STUDIES AND RECOMMEND AN IMPACT FEE ORDINANCE, PURSUANT TO S.C. CODE § 6-1-950.

## Discussion Regarding Action Items

### Discuss 2020 Redistricting plan and next steps

### Public Comment Session regarding Redistricting 2020

*[Limited to a total of forty (40) minutes, four (4) minutes per person]*

*If you are not able to attend in person and you have a comment, you may submit it by emailing [jennifercadams@oconeesc.com](mailto:jennifercadams@oconeesc.com) or calling 864-718-1023, so that your comment may be read it into the record.*

## Discussion and Council consideration of Premium Pay for Essential Workers as defined in allowable expenditures in the American Recovery Plan Act.

## Council approval of acquisition of real property adjacent to the Oconee County Solid Waste Complex

*[To be considered after executive session.]*

<b>Procurement #: 21-03</b>	<b>Title: Cherokee Lake Road Bridge Replacement</b>
<b>Department: Roads and Bridges</b>	<b>Amount: Project: \$ 679,893.41</b>
	<b><u>10% Contingency: \$ 67,989.34</u></b>
	<b>Total Award: \$ 747,882.75</b>

### COUNCIL MEMBERS

John Elliott, Chair, District I

Paul Cain, Vice-Chair, District III

Julian Davis, III, Chair Pro Tem, District IV

Matthew Durham, District II

Glenn Hart, District V

Due to structural and functional elements, the existing bridge on Cherokee Lake Road needs to be replaced. This bridge is located where Cheohee Creek initially passes under the road. The Cheohee Valley Fire Substation is located above this bridge and it is utilized to get to Cheohee Valley Road. At this time, it is not a safe way for fire trucks to pass. By constructing a new bridge, it will allow larger, heavier vehicles to access the area and will improve the horizontal alignment of the road. This will be achieved by super elevating the roadway across the bridge through the curve.

The Cherokee Lake Road Bridge Replacement Project consists of: all work within the limits of roadway construction, clearing and grubbing, roadway construction, bridge construction, erosion control, storm drainage, grassing and other site improvements.

On November 4, 2021, formal sealed bids were opened for this project. Fourteen (14) bidders were notified of this opportunity. Three (3) companies submitted bids, with Thrift Development Corporation, of Seneca, SC, submitting the lowest bid of \$679,893.41.

***It is the staff's recommendation that Council:***

- 1) Approve the award of ITB 21-03 to Thrift Development Corporation, of Seneca, SC, for Cherokee Lake Bridge Replacement in the amount of \$679,893.41, plus a 10% contingency amount of \$67,989.34 for any change orders that may arise, for a total award amount of \$747, 882.75.***
- 2) Authorize the County Administrator to execute documents for this project and sign any change orders within the contingency amount.***
- 3) Authorize the County Administrator to transfer sufficient funds for the above project to the departments Capital-Cherokee Lake Rd line item.***

**Procurement #: 21-10  
Department: PRT  
South Cove Recreation Building**

**Title: Windows and Doors  
Amount: Project: \$ 49,867.99  
10% Contingency: \$ 4,986.80  
Total Award: \$ 54,854.79**

The recreation building at South Cove County Park was built in the early 1970s. The building is in need of major renovation. Currently, the building is not insulated or cooled. Upon completion of the renovation, it is the intention that the recreation building be available year-around to hold events, conferences, educational programs, and be available for park patrons to enjoy. This portion of the renovation includes replacing the open air window slots with commercial grade windows and replacing the doors with commercial grade doors.

On November 16, 2021, formal sealed bids were opened for this project. Four (4) bidders were notified of this opportunity. Two (2) companies submitted bids, with Pro Glass Services, LLC., dba Glass Doctor of Seneca, SC, submitting the lowest bid of \$54,865.79.

**COUNCIL MEMBERS**

John Elliott, Chair, District I                      Paul Cain, Vice-Chair, District III  
Julian Davis, III, Chair Pro Tem, District IV      Matthew Durham, District II  
Glenn Hart, District V

*It is the staff's recommendation that Council:*

- 1) *Approve the award of ITB 21-10 to Pro Glass Services, LLC., dba Glass Doctor of Seneca, SC, for Windows and Doors for South Cove Recreation Building in the amount of \$49,867.99, plus a 10% contingency amount of \$4,986.80 for any change orders that may arise, for a total award amount of \$54,854.79.*
- 2) *Authorize the County Administrator to execute documents for this project and sign any change orders within the contingency amount.*

**Title: Intrado VIPER 911 System Upgrade – Sole Source**

**Department: Communications**

**Amount: \$283,627.63**

*This expenditure will be paid completely through 911 tariff fees collected. Additionally, the SC Budget and Control Board has agreed to reimburse the 911 fund up to 80% of the cost of this upgrade. Accounting for this reimbursement, the total investment from 911 tariff fees will be \$63,117.20.*

Oconee County operates 911 telephony for incoming voice, data, and automatic location information utilizing the Intrado VIPER solution. This purchase contains both an upgrade for existing workstations at the primary 911 Public Safety Answering Point (PSAP) in Walhalla, as well as, extension of the VIPER 911 phone system to the hot-standby backup 911 center currently under construction at the Hamilton Career and Technology Center.

If the primary 911 Public Safety Answering Point (PSAP) were to experience failure or natural disaster, rendering the law enforcement center uninhabitable, this backup center will be utilized. With the addition of the 911 back-up center, it is necessary to purchase the Intrado Viper 911 System for this location to ensure no interruption of 911 service.

***SPECIAL CONSIDERATIONS OR CONCERNS:***

Since the original installation, this hardware and software has been consistently maintained and upgraded by Intrado Life and Safety Solutions Corporation, of Chicago, IL. This upgrade will be integrated into the existing system; therefore, it must be purchased from the same vendor. After careful negotiation as to the scope of work and the final pricing for the upgrade, Oconee County will benefit from a significant pricing discount from Intrado Life and Safety Solutions Corporation for upgrading the current system versus replacing it with an entirely new 911 infrastructure. Procurement staff and the Emergency Communications Director recommend this purchase as a sole source.

***It is the staff's recommendation that Council approve the Sole Source purchase of the VIPER 911 System upgrade and extension location to Intrado Life and Safety Solutions Corporation, of Chicago, IL in the amount of \$283,627.63.***

**Title: Two (2) Ford F-250 Pickup Trucks**

**Department: Facilities Maintenance**

**Amount: \$69,552.00**

**COUNCIL MEMBERS**

John Elliott, Chair, District I

Paul Cain, Vice-Chair, District III

Julian Davis, III, Chair Pro Tem, District IV

Matthew Durham, District II

Glenn Hart, District V

This purchase is for (2) 2022 Ford F-250 pickup trucks. The first truck is a 2-wheel drive, regular cab, long bed truck with a tommy gate. The second truck is a 4-wheel drive, crew cab, short bed truck with an Adrian single lid cross box. These trucks will be used by the department in daily maintenance operations.

The new trucks will replace a 1993 Chevrolet 2500 and a 1996 Ford F-250 that have high mileage. These trucks will be sold as surplus or replace older vehicles used in other County departments. The Fleet Maintenance Director approves this purchase

***It is the staff's recommendation that Council approve the purchase of two (2) 2022 Ford F-250 pickup trucks to Vic Bailey Ford, Inc. of Spartanburg, SC, in the amount of \$69,552.00.***

**Title: Local ATAX Recommendations- Oconee County PRT Commission**  
**Amount: \$172,500**

A portion of Local ATAX revenues received by Oconee County are made available for ATAX grants through Ordinance 2011-12. ATAX grants are to be tourism related grants that meet the ATAX guidelines specified by local and State mandates. Grants are recommended by the PRT Commission based on tourism impact of the project and approved by County Council. All external ATAX grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant.

These reports are placed in the grant folder, which is kept active by the PRT staff until the grant is considered complete. Internal projects through Oconee PRT are also recommended through local ATAX for eligible projects to lessen the impact to the general fund when available.

Due to a mandated lengthy closure during the pandemic, Walhalla Performing Arts Center (WPAC) depleted a large amount of reserve funds to pay ongoing bills. This request will allow WPAC to continue booking deposits for events as planned for 2022 and not have to cancel shows due to lack of funding for future deposits. Approximately 65% of all attendance to WPAC are non-Oconee County attendees, providing a great economic benefit to the region. This is an eligible request for local ATAX funding.

***It is the staff's recommendation that Council approve the ATAX grant recommendations per the attached spreadsheet.***

**Procurement: ITB 21-09**

**Title: Seneca Creek Boat Ramp  
Site Development**

**Department(s): PRT**

**Amount: Project: \$ 3,063,854.68**

**Contingency: \$ 306,385.47**

**Total Award: \$ 3,370,240.15**

The Seneca Creek Boat Ramp consists of site development for a 3-lane boat ramp facility including pavement, parking lot, launching dock, fishing dock, kayak dock, sidewalks, storm drainage, and associated facilities. The base bid is for all work within the limits of site development, including clearing and grubbing, erosion control, paving, and storm drainage. Estimated project completion will be December 2022.

On October 26, 2021, formal sealed bids were opened for this project. This bid was originally sent to forty-one bidders. Two (2) companies submitted bids with The Belk Company, LLC, submitting the lowest responsive and responsible bid of \$3,063,854.68.

**COUNCIL MEMBERS**

John Elliott, Chair, District I

Paul Cain, Vice-Chair, District III

Julian Davis, III, Chair Pro Tem, District IV

Matthew Durham, District II

Glenn Hart, District V

This construction project will be funded with PRT Capital in the amount of \$1,500,000; PCB Settlement funds in the amount of \$300,000; ATAX funding in the amount of \$70,240.15; and ARPA funds in the amount of \$1,500,000.

The ARPA funding is expected to be allocated in May of 2022. Staff will return to County Council for approval of ARPA funding request once the funds have been received by the County.

*It is the staff's recommendation that Council:*

- 1. Approve the award of ITB 21-09, Seneca Creek Boat Ramp Site Development to The Belk Company, LLC of Anderson, SC in the amount of \$3,063,854.68, plus a 10% contingency of \$306,385.47, for a total award of \$3,370,240.15; \$1,500,000.00 of the project allocation is anticipated ARPA funding.*
- 2. Authorize the County Administrator to execute documents for this project and sign any change orders within the contingency amount.*

**Title: Long Term Rental of 40 Ton Articulating Dump Truck for Hauling Cover Soil for Monthly Landfill Cover and Sediment Pond Construction and Maintenance for SC DHEC Compliance**

**Department(s): Solid Waste**

**Amount: \$200,000**

Over the last two years, there has been a 50 percent increase in the tonnage at the landfill due to extreme growth and the tornado of 2020. This requires more soil to adequately provide the monthly DHEC requirement of 6 inches of soil over the entire working face which can range from 1-2 acres in size. Over the past 2 years, the Solid Waste Department has borrowed an older articulated dump truck (ADT) from the Rock Quarry when not in use or the Road Department has sent a crew with 2-3 standard dump trucks. However, these efforts are not dependable due to the needs and duties of their departments. ADT's have been rented twice to catch back up in landfill covering. Nearly 100 ADT loads of soil are required each month which is equivalent to 200-250 standard dump truck loads. The ADT can work in unfavorable conditions, can go onto the landfill face, and cuts the covering time in half which gets staff back to their normal duties. Over the last several months, the landfill has not been able to complete the covering on time due to Quarry's truck being down for repair or their need for it, Road Department crews working on other projects or normal duties, and the lack of trucks available for rent. \$200,000 was allocated for the purchase of a used ADT in the capital replacement plan but there has been very few available that are in good condition or have low hours.

A formal solicit for quote for a ADT rental was sent out on 11/3/21 and due back by 11/16/21. Four companies responded, but only one company had a truck available. Linder Industrial Machinery quoted a 2019 Komatsu HM400 (40 ton) truck with 2,929 hours and is currently under rent by Oconee County. The first month rent is for \$17,692 (rental, taxes, environmental and delivery fees included). Each additional month rental will be \$16,048 (base rental, taxes, and environmental fees included) with a percentage of the base rental fee coming off the purchase price of \$316,900. The buy it now price after 6 months will be \$252,809 (taxes and fees included) and the buy it now price after 12 months will be \$171,873 (taxes and fees included), which reflect the reduction of the rental fees. This ADT is still under the original factory warranty and an extended warranty can be purchased for approximately \$9,000-\$12,000. The original purchase price of the 2019 HM400 was \$540,000 and a current new price of a 2022 HM400 is \$663,000 based on Sourcewell contract pricing.

**Oconee County Solid Waste is required to cover the landfill every 30 days per state regulations and is currently under SC DHEC enforcement action.**

**COUNCIL MEMBERS**

John Elliott, Chair, District I

Paul Cain, Vice-Chair, District III

Julian Davis, III, Chair Pro Tem, District IV

Matthew Durham, District II

Glenn Hart, District V

*It is the staff's recommendation that Council:*

- 1. Authorize the County Administrator to sign/execute rental of Articulated Dump Truck to Linder Industrial Machinery of Greer for estimated 12 months.*
- 2. Authorize the County Administrator to transfer \$200,000 from the FY22 Capital Equipment Fund to FY22 Solid Waste Rental line item to continue renting the Komatsu HM400 Articulated Dump Truck with the potential to purchase at the end of the rental agreement.*

## **Council Committee Reports**

None scheduled for this meeting.

## **Board & Commission Appointments**

*The Board & Commission seats listed below are co-terminus with Council District seats and will require [in the 1st quarter of 2021] appointment and/or reappointment as follows:*

## **Building Codes Appeal Board**

1 At-Large Seat: No questionnaire on file for this seat

## **Executive Session**

*[upon reconvening Council may take a Vote and/or take Action on matters brought up for discussion in Executive Session, if required]*

*For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:*

*[1] Receive legal advice and discuss potential litigation regarding Elevated Youth Services*

*[2] Discuss an Economic Development matter, Project Queso*

*[3] Discussion regarding acquisition of real property adjacent to the Oconee County Solid Waste Complex*

*[4] Discussion regarding an Economic Development matter, Project Harmony.*

## **Discussion Regarding Action Items**

***Council approval of acquisition of real property adjacent to the Oconee County Solid Waste Complex***

## **Adjourn**

### **COUNCIL MEMBERS**

John Elliott, Chair, District I

Paul Cain, Vice-Chair, District III

Julian Davis, III, Chair Pro Tem, District IV

Matthew Durham, District II

Glenn Hart, District V

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
PROCLAMATION 2021-17**

**A PROCLAMATION RECOGNIZING AND HONORING DECEMBER 18,  
2021 AS NATIONAL WREATHS ACROSS AMERICA DAY**

**WHEREAS**, from its very beginning, the United States of America has survived and endured because of men and women from every background who willingly answered the call to service; and

**WHEREAS**, many have enlisted in military service and risked their lives to ensure liberty and freedom for all; and

**WHEREAS**, each citizen should never miss the opportunity to thank those who are and were enlisted in military service; and

**WHEREAS**, it is our responsibility as Americans to also acknowledge the military service of those who came before us; and

**WHEREAS**, each December, National Wreaths Across America, remembers our fallen U.S. Veterans with wreath-laying ceremonies across the United States, at sea, and abroad; and

**WHEREAS**, each resident should strive to learn about the U.S. Veterans who served our great country from the Revolutionary War to the present, so that their stories and sacrifices live on into posterity; and

**NOW, THEREFORE**, we, the Oconee County Council, do hereby recognize and honor December 18, 2021 as **National Wreaths Across America Day**, to encourage our citizens to pay homage to those who served our country, while learning about Veterans in our community past and present.

**APPROVED AND ADOPTED** this 7th day of December, 2021.

OCONEE COUNTY, SOUTH CAROLINA

*ATTEST:*

APPROVED:

---

Jennifer C. Adams  
Clerk to County Council  
Oconee County

---

John Elliott  
Chairman  
Oconee County Council



**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2021-25**

**AN ORDINANCE TO DEVELOP A JOINT COUNTY INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH ANDERSON COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN ANDERSON COUNTY AND ESTABLISHED PURSUANT TO SEC. 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH ANDERSON COUNTY TO PROVIDE FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF *AD VALOREM* TAXATION; AND OTHER MATTERS RELATED THERETO.**

**BE IT ORDAINED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA:**

SECTION 1: Oconee County, South Carolina (“Oconee County”) is hereby authorized to jointly develop an industrial and business park with Anderson County, South Carolina (the “*Park*”). The Park shall be located initially on lands located in Anderson County only as authorized by Sec. 4-1-170 of the South Carolina Code of Laws 1976, as amended.

SECTION 2: Oconee County will enter into a written agreement to develop the Park jointly with Anderson County in substantially the form attached hereto as *Exhibit A* and incorporated herein by reference (the “*Park Agreement*”). The Chair of Oconee County Council and the County Administrator of Oconee County are hereby authorized to execute the Park Agreement on behalf of Oconee County, with such changes thereto as the Chair and/or County Administrator shall deem, upon advice of counsel, necessary and do not materially change the import of the matters contained in the form of agreement set forth in *Exhibit A*.

SECTION 3: The businesses or industries located in the Park will pay a fee in lieu of *ad valorem* taxes as provided for by law or as set forth in the Park Agreement. With respect to properties located in the Oconee County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Oconee County. That portion of such fee allocated pursuant to the Park Agreement to Anderson County shall be thereafter paid by the Treasurer of Oconee County to the Treasurer of Anderson County within ten (10) business days following the end of the calendar quarter of receipt for distribution in accordance with the terms of the agreement. With respect to properties located in the Anderson County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Anderson County. That portion of such fee allocated pursuant to the Park Agreement to Oconee County shall thereafter be paid by the Treasurer of Anderson County to the Treasurer of Oconee County within ten (10) business days following the end of the calendar quarter of receipt for distribution in accordance with the terms of the Park Agreement.

SECTION 4: Revenues generated from industries or businesses located in the Oconee County portion of the Park and to be retained by Oconee County pursuant to the Park Agreement shall be distributed within Oconee County in the following manner:

First, unless Oconee County elects to pay or credit the same from only those revenues which Oconee County would otherwise be entitled to receive as provided under “Third” below, to pay annual debt service or other annual payments on any bonds or obligations issued by or on behalf of Oconee County pursuant to, or to be utilized as a credit in the manner provided in the second paragraph of, Section 4-1-175, Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, or pursuant to any other

authorization for the issuance of bonds or incurrence of obligations, payable in whole or in part by or from revenues generated from any properties in the Park;

Second, at the option of Oconee County, to reimburse Oconee County for any expenses incurred by it in the development, operation, maintenance and promotion of the Park or the businesses located therein or for the economic development of Oconee County; and

Third, to those taxing districts which overlap the applicable properties within Oconee County's portion of the Park, in a pro-rata fashion based on comparative millage rates for the year in question of such taxing districts.

provided, that (i) all taxing districts which overlap the applicable properties within the Park shall receive some portion of the revenues generated from such properties; and (ii) all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and maintenance and to debt service as determined by the governing body of such taxing entity; and (iii) Oconee County may, by ordinance, from time to time, amend the distribution of the fee in lieu of tax payments to all taxing entities.

SECTION 5: This Ordinance shall supersede and amend in its entirety any other ordinances or resolutions of Oconee County Council pertaining to the Park.

SECTION 6: Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

SECTION 7: This Ordinance shall be effective after third and final reading thereof.

[Signature page follows]

Enacted in meeting duly assembled this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chair of County Council,  
Oconee County, South Carolina

By: \_\_\_\_\_  
County Administrator,  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Clerk to County Council  
Oconee County, South Carolina

First Reading: November 16, 2021  
Second Reading: December 07, 2021  
Third Reading: \_\_\_\_\_, 202\_\_  
Public Hearing: \_\_\_\_\_, 202\_\_

**STATE OF SOUTH CAROLINA**

**COUNTY OF OCONEE**

I, the undersigned Clerk to County Council of Oconee County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given a public hearing on \_\_\_\_\_, 202\_\_, and which was given reading, and received majority approval, by the County Council at meetings of \_\_\_\_\_, 202\_\_, \_\_\_\_\_, 202\_\_ and \_\_\_\_\_, 202\_\_, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

---

Clerk to County Council,  
Oconee County, South Carolina

Dated: \_\_\_\_\_, 202\_\_

**EXHIBIT A**

**FORM OF AGREEMENT FOR DEVELOPMENT OF  
JOINT COUNTY INDUSTRIAL/BUSINESS PARK**

**[see attached]**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF ANDERSON )  
COUNTY OF OCONEE )

**AGREEMENT FOR DEVELOPMENT OF  
JOINT COUNTY INDUSTRIAL/BUSINESS PARK**

This **AGREEMENT FOR DEVELOPMENT OF JOINT COUNTY INDUSTRIAL/BUSINESS PARK** (this “*Agreement*”) to be located within Anderson County and Oconee County is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Anderson County, South Carolina (“*Anderson County*”) and Oconee County, South Carolina (“*Oconee County*”) and collectively, the “*Counties*”).

**WITNESSETH:**

**WHEREAS**, Anderson County and Oconee County are contiguous counties, which pursuant to Ordinance No. \_\_\_\_\_ enacted by Anderson County Council on December 21, 2021, and Ordinance No. \_\_\_\_\_ enacted by Oconee County Council on January 4, 2022 (collectively, the “*Enabling Ordinances*”), have each determined that, in order to promote economic development and thus provide additional employment opportunities within both Counties, there should be established, initially in Anderson County, a Joint County Industrial/Business Park (the “*Park*”), to be located upon property described in *Exhibit A* hereto (the “*Anderson County Property*”); and

**WHEREAS**, as a consequence of the establishment of the Park, property comprising the Park and all property having a situs therein shall be exempt from *ad valorem* taxation pursuant to Article VIII, Section 13 of the Constitution of the State of South Carolina, 1895, as amended (the “*State Constitution*”), but the owners or lessees of such property shall pay annual fees in an amount equal to that amount for which such owner or lessee would be liable except for such exemption; and

**WHEREAS**, the Park Property is located within the corporate limits of the City of Anderson, South Carolina (the “*City*”), and the City has consented to the establishment of the Park and inclusion of the Park Property therein pursuant to a Resolution adopted by City Council of the City on December 13, 2021 and an Infrastructure Credit Agreement entered into by and among the City, Anderson County and Fair Street Partners LLC dated as of \_\_\_\_\_, 2022 (the “*Infrastructure Credit Agreement*”);

**NOW, THEREFORE**, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Anderson County and Oconee County, and their successors and assigns.

2. Authorization. Article VIII, Section 13(D) of the State Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the partner counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxing ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. Section

4-1-170, Code of Laws of South Carolina, 1976, as amended (the “*SC Code*”) satisfied the conditions imposed by Article VIII, Section 13(D) of the State Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park.

(A) Upon execution and delivery of this Agreement by the Parties hereto and without further action by either County, the Park shall consist solely of the Anderson County Property, as further identified in *Exhibit A*. It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the County Councils of both Anderson County and Oconee County. Since the Anderson County Property includes property within the corporate limits of the City, the Counties have obtained the consent of the City prior to creation of the Park in accordance with the requirements of Section 4-1-170 of the SC Code, subject to the provisions of the Infrastructure Credit Agreement. If the Park subsequently encompasses all or a portion of a municipality (including the City), the Counties must obtain the consent of the municipality prior to expanding the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached to the ordinance an *Exhibit A* (Anderson County Property) which shall contain a legal description of the property to be added and/or diminished.

(C) Prior to the enactment by Anderson County Council and by Oconee County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Anderson County Council and by Oconee County Council. Notice of such public hearings shall be published in newspapers of general circulation in Anderson County and Oconee County, respectively, at least once and not less than fifteen (15) days prior to such hearing.

(D) The owner, or, if applicable, lessee of any property located within the Park, may remove personal property from the Park at any time, unless specifically prohibited otherwise.

4. Fee in Lieu of Taxes. Pursuant to Article VIII, Section 13(D) of the State Constitution, property located in the Park shall be exempt from *ad valorem* taxation. The owners or lessees of the Anderson County Property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of *ad valorem* property taxes) equivalent to the *ad valorem* property taxes that would have been due and payable but for the location of such property within the Park, provided that this paragraph shall not prohibit Anderson County or Oconee County from entering into a negotiated fee-in-lieu of tax incentive agreement applicable to any property located within the Park. Payments of fees in lieu of taxes will be made on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate as late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The Counties, acting by and through the Treasurers of Anderson County and Oconee County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes.

5. Allocation of Expenses. Anderson County and Oconee County shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

If property is in the Anderson County portion of the Park:

A.	Anderson County	100%
B.	Oconee County	0%

If property is in the Oconee County portion of the Park:

A.	Anderson County	0%
B.	Oconee County	100%

6. Allocation of Revenues. Anderson County and Oconee County shall receive an allocation of all other revenue generated by the Park through payment of fees in lieu of *ad valorem* property taxes or from any other source (net of any special source revenue credits provided by either County) in the following amounts and proportions:

If property is in the Anderson County portion of the Park:

A.	Anderson County	99%
B.	Oconee County	1%

If property is in the Oconee County portion of the Park:

A.	Anderson County	1%
B.	Oconee County	99%

7. Revenue Allocation Within Each County.

(A) Revenues generated by the Park through the payment of fees in lieu of *ad valorem* property taxes shall be distributed to Anderson County and to Oconee County, as the case may be, according to the proportions established by Paragraph 6 herein. With respect to revenues allocable to Anderson County or Oconee County by way of fees in lieu of taxes generated within its own County (the “*Host County*”), such revenue shall be distributed within the Host County in the manner provided by the county council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (ii) with respect to amounts receivable in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues received to operations and/or debt service of such entity. Each Host County is hereby specifically authorized to use a portion of revenue for economic development purposes as permitted by law and as established by ordinance of the County Council of the Host County.

(B) Revenues allocable to Anderson County by way of fees in lieu of taxes generated within Oconee County shall be distributed solely to Anderson County. Revenues allocated to Oconee County by way of fees in lieu of taxes generated within Anderson County shall be distributed solely to Oconee County.



8. Fees In Lieu of Taxes Pursuant to Title 4 or Title 12 of the SC Code. It is hereby agreed that the entry by Anderson County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the SC Code with respect to Anderson County Property located within the Anderson County portion of the Park and the terms of such agreements shall be at the sole discretion of Anderson County. Likewise, entry by Oconee County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the SC Code with respect to Oconee County Property located within the Oconee County portion of the Park and the terms of such agreements shall be at the sole discretion of Oconee County.

9. Regulation and Jurisdiction. Except with respect to Park property located within the corporate limits of a municipality wherein such municipality's applicable ordinances shall apply, any ordinances of Anderson County and Oconee County concerning zoning, health and safety regulations, and building code requirements will apply for the respective portions of the Park in Anderson County and Oconee County. The Sheriff's Departments of Anderson County and Oconee County will have jurisdiction to make arrests and exercise all authority and power within the boundaries of the respective portions of the Park in Anderson County and Oconee County. Municipal police shall have concurrent law enforcement jurisdiction for any portion of the Park located within the corporate limits of such municipality. Emergency services and all other municipal services will be provided in the Park by whatever providers provide such services in the respective Anderson County and Oconee County portions of the Park.

10. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the SC Code, allocation of the assessed value of property within the Park to Anderson County and Oconee County and to each of the taxing entities within the participating Counties shall be identical to the allocation of revenue received and retained by each of the Counties and by each of the taxing entities within the participating Counties, pursuant to Paragraph 6 and 7 herein.

11. Severability. In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

12. Termination. Notwithstanding any provision of this Agreement to the contrary, Anderson County and Oconee County agree that this Agreement will automatically terminate upon the expiration or earlier termination of the Infrastructure Credit Agreement.

*[Remainder of Page Intentionally Left Blank]*

WITNESS our hands and seals as of the date first above written.

**ANDERSON COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chair of County Council  
Anderson County, South Carolina

By: \_\_\_\_\_  
County Administrator  
Anderson County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Clerk to County Council  
Anderson County, South Carolina

*[Signature Page 1 – Agreement for Development of Joint County Industrial/Business Park]*

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chair of County Council  
Oconee County, South Carolina

By: \_\_\_\_\_  
County Administrator  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Clerk to County Council  
Oconee County, South Carolina

*[Signature Page 2 – Agreement for Development of Joint County Industrial/Business Park]*

**EXHIBIT A**

**ANDERSON COUNTY PROPERTY**

The parcels of property having the following Anderson County Tax Map Numbers as of [date]:

<b>TMS No.</b>
123-24-02-012-000
123-24-02-014-000
123-24-02-016-000
123-24-02-022-000
123-24-02-026-000

including all property vertically or horizontally located on or within the Anderson County Tax Map Numbers identified above, including, but not limited to, condominiums or other properties subject to any horizontal property regime, notwithstanding that such property bears different Anderson County Tax Map Numbers from those identified above.

Notwithstanding the foregoing, the Anderson County Property shall exclude any portion of the real property located on or within the Anderson County Tax Map Numbers identified above which is taxes as owner occupied residential real property pursuant to Section 12-43-220(c) of the Code of Laws of South Carolina 1976, as amended, or successor statute, but only during the tax years in which such property meets the qualifications of Section 12-43-220(c) or successor statute.

**EXHIBIT B**

**OCONEE COUNTY PROPERTIES**

**None.**

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
RESOLUTION 2021-16**

**A RESOLUTION DIRECTING THE OCONEE COUNTY  
PLANNING COMMISSION TO CONDUCT STUDIES AND  
RECOMMEND AN IMPACT FEE ORDINANCE,  
PURSUANT TO S.C. CODE § 6-1-950.**

**WHEREAS**, the South Carolina General Assembly enacted the *South Carolina Development Impact Fee Act*, S.C. Code Ann § 6-1-910, *et seq.*, (the “Act”), by which the Oconee County Council (“County Council”) is authorized to consider imposing development impact fees within some or all of the unincorporated portions of Oconee County; and

**WHEREAS**, the Act provides that the process for considering whether to adopt a development impact fee ordinance begins by County Council enacting a resolution that directs the Oconee County Planning Commission (the “Planning Commission”) to conduct studies and recommend a capital improvements plan and an impact fee ordinance to County Council. *See* S.C. Code § 6-1-950.

**NOW, THEREFORE**, be it resolved by the Oconee County Council in a meeting duly assembled that:

1. The Planning Commission is directed to conduct such studies as are necessary and to recommend a capital improvements plan and an impact fee ordinance to County Council, to be developed in accordance with the requirements of the Act.
2. The Planning Commission shall prepare and adopt its recommendations in the same manner and using the same procedures as those used for developing recommendations for a comprehensive plan as provided in Article 3, Chapter 29, Title 6 of the South Carolina Code of Laws, except as may be provided otherwise in the Act.

3. The Planning Commission shall present its recommendations to County Council no later than July 11, 2022.

4. All actions, orders, and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

5. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.

6. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED this \_\_\_\_ day of \_\_\_\_\_, 2021, in meeting duly assembled.

**ATTEST:**

\_\_\_\_\_  
Jennifer C. Adams  
Clerk to Oconee County Council

\_\_\_\_\_  
John Elliott  
Chair, Oconee County Council

# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: December 7, 2021

## ITEM TITLE:

Procurement #: 21-03 Title: Cherokee Lake Road Bridge Replacement Department: Roads and Bridges Amount: Project: \$ 679,893.41  
10% Contingency: \$ 67,989.34  
Total Award: \$ 747,882.75

## FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 21-22 budget process.

Budget: \$747,882.75

Project Cost: \$747,882.75

Finance Approval: Debbie Price

Balance: \$0.00

Funding from Bridges and Culverts Capital Project Fund

## BACKGROUND DESCRIPTION:

Due to structural and functional elements, the existing bridge on Cherokee Lake Road needs to be replaced. This bridge is located where Cheohee Creek initially passes under the road. The Cheohee Valley Fire Substation is located above this bridge and it is utilized to get to Cheohee Valley Road. At this time, it is not a safe way for fire trucks to pass. By constructing a new bridge, it will allow larger, heavier vehicles to access the area and will improve the horizontal alignment of the road. This will be achieved by super elevating the roadway across the bridge through the curve.

The Cherokee Lake Road Bridge Replacement Project consists of: all work within the limits of roadway construction, clearing and grubbing, roadway construction, bridge construction, erosion control, storm drainage, grassing and other site improvements.

On November 4, 2021, formal sealed bids were opened for this project. Fourteen (14) bidders were notified of this opportunity. Three (3) companies submitted bids, with Thrift Development Corporation, of Seneca, SC, submitting the lowest bid of \$679,893.41.

## ATTACHMENT(S):

1. Recommendation letter and Bid Tab from Davis & Floyd
2. Budget Transfer Form

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

- 1) Approve the award of ITB 21-03 to Thrift Development Corporation, of Seneca, SC, for Cherokee Lake Bridge Replacement in the amount of \$679,893.41, plus a 10% contingency amount of \$67,989.34 for any change orders that may arise, for a total award amount of \$747, 882.75.
- 2) Authorize the County Administrator to execute documents for this project and sign any change orders within the contingency amount.
- 3) Authorize the County Administrator to transfer sufficient funds for the above project to the departments Capital-Cherokee Lake Rd line item.

Submitted or Prepared By: Tronda C. Popham  
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: Amanda F. Brock  
Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



Description Change

Transfer Request

OCONEE COUNTY, SOUTH CAROLINA

BUDGET REVISION FORM

11-17-2021

DATE OF REQUEST

2021-2022

FISCAL YEAR

Roads and Bridges - 601

DEPARTMENT NAME

*AW by [Signature] Nov 18, 2021*

SIGNATURE OF DEPARTMENT DIRECTOR

<b>T R A N S F E R  T O</b>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <b>WAS THIS ITEM PREVIOUSLY CUT FROM YOUR BUDGET DURING THE BUDGET PROCESS?</b>
	<p><b>EXPLAIN WHY THIS ITEM(S) IS NEEDED AND WHY IT WAS NOT INCLUDED IN THE ORIGINAL BUDGET.</b></p> <p>Bids for the Bridge replacement was higher than expected</p>
	<p>320    601    50860    52005</p> <p>LINE ITEM ACCOUNT NUMBER</p>
	<p>Cap Land - Cherokee Lake Road (Bridge)    \$ 150,000.00</p> <p>LINE ITEM DESCRIPTION    AMOUNT TO TRANSFER</p>

<b>T R A N S F E R  F R O M</b>	<p>320    601    30885    00000</p> <p>LINE ITEM ACCOUNT NUMBER</p>	<p>Maintenance Repair Bridge/Culvert</p> <p>LINE ITEM DESCRIPTION</p>	<p>\$ 150,000.00</p> <p>AMOUNT TO TRANSFER (Round up to the nearest whole dollar)</p>	
	<p>WHY ARE THERE EXCESS FUNDS IN THIS ACCOUNT? WHAT ITEM WILL NOT BE NEEDED THAT WAS APPROVED DURING THE BUDGET PROCESS?</p> <p>Money is needed for the replacement of Cherokee Lake Road</p>	<p>LINE ITEM ACCOUNT NUMBER</p>	<p>LINE ITEM DESCRIPTION</p>	<p>AMOUNT TO TRANSFER (Round up to the nearest whole dollar)</p>
	<p>LINE ITEM ACCOUNT NUMBER</p>	<p>LINE ITEM DESCRIPTION</p>	<p>AMOUNT TO TRANSFER (Round up to the nearest whole dollar)</p>	
	<p>LINE ITEM ACCOUNT NUMBER</p>	<p>LINE ITEM DESCRIPTION</p>	<p>AMOUNT TO TRANSFER (Round up to the nearest whole dollar)</p>	

<b>A P P R O V A L</b>	<input type="checkbox"/> APPROVED <input type="checkbox"/> DECLINED
	<p>_____ Amanda F. Brock - County Administrator</p>

<input checked="" type="checkbox"/> FUNDS AVAILABLE <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DENIED
<p><i>Ladale Price</i></p> <p>_____ Ladale Price - Finance Director</p>

# DAVIS & FLOYD

SINCE 1954

November 8, 2021

Katie Brown  
Senior Buyer  
Oconee County Procurement  
415 S. Pine Street  
Walhalla, SC 29691

via e-mail: [kbrown@oconeesc.com](mailto:kbrown@oconeesc.com)

Re: Recommendation of Award  
Cherokee Lake Road Bridge Replacement  
ITB: 21-03

Dear Ms. Brown:

On 11/4/2021, Three (3) bids on the referenced project were opened and read aloud. The bids have been reviewed, and a tabulation of the bids received is enclosed. The lowest responsive, responsible bidder for the total Base Bid is Thrift Development Corporation, PO Box 2125, Seneca, SC 29672 with a total Base Bid in the amount of \$679,893.41.

Based upon a review of their current licensing status with the State, we feel the low bidder is both qualified and competent in performing work associated with the project. Davis & Floyd hereby recommends that the project be awarded to Thrift Development Corporation in the amount of \$679,893.41.

Please advise if you have any questions regarding this matter.

Very truly yours,  
**DAVIS & FLOYD, INC.**

Robert G. Stevenson, Jr., PE  
Associate | Senior Structural Engineer

Enclosures:  
Tabulation of Bids Received

c:

1319 Highway 72/221 East, Greenwood, SC 29649

☎: (864) 229-5211    ✉: (864) 229-7844

---

WWW.DAVISFLOYD.COM

I, Robert G. Stevenson, Jr., certify that to the best of my knowledge this is a true and correct tabulation of bids received on 11/04/2021.

S.C.P.E. REGISTRATION NO. 32080  
DAVIS & FLOYD, INC.

				BIDDER #1		BIDDER #2		BIDDER #3	
				IPC Paving LLC 7800 Southland Blvd. Suite 109 Orlando, Florida 32809 407-888-8481 G122963		Palmetto Infrastructure, Inc. 3620 Pelham Rd. PMB 349 Greenville, Sc 29615 864-879-2166 G115481		Thrift Development Corportion PO Box 2125 Seneca, SC 29672 864-882-4582 G16432	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1031000	Mobilization	1	LS	\$35,100.00	\$35,100.00	\$37,000.00	\$37,000.00	\$57,917.05	\$57,917.05
1032010	Bonds and Insurance	1	LS	\$14,040.00	\$14,040.00	\$16,000.00	\$16,000.00	\$5,600.00	\$5,600.00
1050800	Construction Stakes, Lines, and Grades	1	LS	\$26,000.00	\$26,000.00	\$15,000.00	\$15,000.00	\$11,920.00	\$11,920.00
1080300	CPM Progress Scheduling	1	LS	\$100.00	\$100.00	\$6,500.00	\$6,500.00	\$500.00	\$500.00
2011001	Clearing and Grubbing Within Right-Of-Way	0.53	AC	\$30,000.00	\$15,900.00	\$89,952.83	\$47,675.00	\$28,301.89	\$15,000.00
2022001	Removal and Disposal of Items (7 Ex Signs)	1	LS	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$250.00	\$250.00
2025000	Removal and Disposal of Existing Asphalt	863.4	SY	\$10.00	\$8,634.00	\$7.00	\$6,043.80	\$8.50	\$7,338.90
2027801	Removal of Existing Guardrail	272	LF	\$5.00	\$1,360.00	\$24.00	\$6,528.00	\$1.00	\$272.00
2031000	Unclassified Excavation	136.79	CY	\$42.71	\$5,842.30	\$26.00	\$3,556.54	\$30.00	\$4,103.70
2033000	Borrow Excavation	698.48	CY	\$25.00	\$17,462.00	\$28.00	\$19,557.44	\$47.56	\$33,219.71
2034000	Muck Excavation	126	CY	\$10.00	\$1,260.00	\$28.00	\$3,528.00	\$35.55	\$4,479.30
2052000	No. 57 Stone for Backfill	105	TON	\$90.00	\$9,450.00	\$44.00	\$4,620.00	\$32.60	\$3,423.00
2052010	Stone Bridge Lift Material	220	TON	\$45.00	\$9,900.00	\$45.00	\$9,900.00	\$25.95	\$5,709.00
2081001	Fine Grading	110	SY	\$80.00	\$8,800.00	\$14.00	\$1,540.00	\$10.50	\$1,155.00
3050105	Graded Aggregate Base Course (5" Uniform)	886.44	SY	\$20.00	\$17,728.80	\$8.00	\$7,091.52	\$9.30	\$8,243.89
3069900	Maintenance Stone (Driveways)	33	TON	\$80.00	\$2,640.00	\$45.00	\$1,485.00	\$20.70	\$683.10
4011004	Liquid Asphalt Binder PG64-22	6.1	TON	\$560.00	\$3,416.00	\$560.00	\$3,416.00	\$560.00	\$3,416.00
4030340	Hot Mix Asphalt Surface Course - Type C	99.73	TON	\$88.16	\$8,792.20	\$88.00	\$8,776.24	\$96.80	\$9,653.86
4037000	Hot Mix Asphalt Surface Course for Ditch Paving	2.08	TON	\$650.00	\$1,352.00	\$650.00	\$1,352.00	\$715.00	\$1,487.20
6250110	4" Yellow Solid Line (No Passing Zone) - Fast Dry Paint	780	LF	\$1.00	\$780.00	\$2.50	\$1,950.00	\$0.75	\$585.00
6271074	4" Yellow Solid Line (No Passing Zone) - Thermoplastic - 90 Mil.	780	LF	\$1.00	\$780.00	\$2.50	\$1,950.00	\$3.85	\$3,003.00
6510105	Flat Sheet, Type III Fixed Sign Supports - 3P	55	SF	\$20.00	\$1,100.00	\$19.99	\$1,099.45	\$22.00	\$1,210.00
6531210	U-Section Post for Sign Supports - 3P	90	LF	\$8.50	\$765.00	\$8.50	\$765.00	\$9.50	\$855.00
7016135	Straight Headwall for 24" Circular Pipe	1	EA	\$5,000.00	\$5,000.00	\$1,700.00	\$1,700.00	\$1,350.00	\$1,350.00
7141113	18" RCP Pipe Culvert - Class III	39	LF	\$155.00	\$6,045.00	\$43.00	\$1,677.00	\$71.95	\$2,806.05
7141114	24" RCP Culvert - Class III	112	LF	\$175.00	\$19,600.00	\$61.00	\$6,832.00	\$84.30	\$9,441.60
7149999	Cleaning Existing Pipes	42	LF	\$150.00	\$6,300.00	\$38.00	\$1,596.00	\$11.90	\$499.80
7199100	Beveling of Pipe End	1	EA	\$2,300.00	\$2,300.00	\$1,500.00	\$1,500.00	\$530.00	\$530.00
7201010	Concrete Curb (6" at Bridge)	29	LF	\$150.00	\$4,350.00	\$100.00	\$2,900.00	\$184.00	\$5,336.00
7201100	Concrete Curb (Transition)	8	LF	\$300.00	\$2,400.00	\$250.00	\$2,000.00	\$184.00	\$1,472.00
7204000	Concrete Washout	1	EA	\$1,900.00	\$1,900.00	\$1,200.00	\$1,200.00	\$500.00	\$500.00
8041020	Rip-Rap (Class B)	293	TON	\$95.00	\$27,835.00	\$50.00	\$14,650.00	\$30.00	\$8,790.00
8048210	Geotextile for Erosion Control Under RipRap (Class 2) Type C	283	SY	\$3.00	\$849.00	\$5.00	\$1,415.00	\$3.00	\$849.00

S.C.P.E. REGISTRATION NO. 32080  
DAVIS & FLOYD, INC.

BIDDER #1	BIDDER #2	BIDDER #3
IPC Paving LLC 7800 Southland Blvd. Suite 109 Orlando, Florida 32809 407-888-8481 G122963	Palmetto Infrastructure, Inc. 3620 Pelham Rd. PMB 349 Greenville, Sc 29615 864-879-2166 G115481	Thrift Development Corporation PO Box 2125 Seneca, SC 29672 864-882-4582 G16432

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
8051050	Premash W-Beam Strong Post System WSP3	137.5	LF	\$30.00	\$4,125.00	\$30.00	\$4,125.00	\$34.50	\$4,743.75
8051210	PremashW-Beam Bridge Connector TL2 WBBC2	4	EA	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00	\$1,150.00	\$4,600.00
8052210	Premash Trailing W-Beam Type B (12.5')	2	EA	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$1,725.00	\$3,450.00
8053257	Flume Inlet at Guardrail (Handwork)	2	EA	\$2,000.00	\$4,000.00	\$4,500.00	\$9,000.00	\$610.00	\$1,220.00
8055800	Premash W-Beam Tight Curved System	14.5	LF	\$30.00	\$435.00	\$30.00	\$435.00	\$34.50	\$500.25
8057050	Premash Type T TL2 Leading (25')	2	EA	\$3,718.00	\$7,436.00	\$3,718.00	\$7,436.00	\$4,275.70	\$8,551.40
8071000	Reset Fence	540	LF	\$11.30	\$6,102.00	\$12.00	\$6,480.00	\$39.82	\$21,502.80
8100100	Permanent Cover	0.56	AC	\$4,000.00	\$2,240.00	\$3,500.00	\$1,960.00	\$2,875.00	\$1,610.00
8100200	Temporary Cover	0.56	AC	\$3,000.00	\$1,680.00	\$1,850.00	\$1,036.00	\$2,300.00	\$1,288.00
8114010	Tree Protection	8	EA	\$595.00	\$4,760.00	\$70.00	\$560.00	\$150.00	\$1,200.00
8151102	Tuf Reinforcement Matting (TRM) Type 2	636	SY	\$3.30	\$2,098.80	\$3.25	\$2,067.00	\$4.60	\$2,925.60
8151110	Temporary Erosion Control Blanket (ECB)	280	SY	\$3.05	\$854.00	\$1.45	\$406.00	\$2.30	\$644.00
8153000	Silt Fence	620	LF	\$3.50	\$2,170.00	\$3.00	\$1,860.00	\$4.60	\$2,852.00
8153090	Replace/Repair Silt Fence	62	LF	\$4.00	\$248.00	\$3.00	\$186.00	\$4.00	\$248.00
8154050	Removal of Silt Retained By Silt Fence	620	LF	\$3.75	\$2,325.00	\$4.00	\$2,480.00	\$4.25	\$2,635.00
8156490	Stabilized Construction Entrance	550	SY	\$29.60	\$16,280.00	\$10.50	\$5,775.00	\$10.15	\$5,582.50
-	Erosion Eels as Ditch Checks	80	LF	\$3.00	\$240.00	\$28.00	\$2,240.00	\$10.30	\$824.00
<b>Roadway Bid Subtotal</b>							<b>\$294,849.99</b>		<b>\$275,976.46</b>
2028100	Removal & Disposal of Existing Bridge2	1	LS	\$60,000.00	\$60,000.00	\$90,000.00	\$90,000.00	\$40,733.00	\$40,733.00
7011400	Conc. for Structures - Class 4000	34	C.Y.	\$1,050.00	\$35,700.00	\$1,250.00	\$42,500.00	\$1,323.00	\$44,982.00
7031200	Reinf. Steel for Structures (Bridge)	4642	LBS.	\$3.10	\$14,390.20	\$2.50	\$11,605.00	\$4.20	\$19,496.40
7045992	3'-0"x2'-0" Cored Slab	658.6	L.F.	\$260.00	\$171,236.00	\$250.00	\$164,650.00	\$290.75	\$191,487.95
7051005	Precast Concrete Barrier2	120	L.F.	\$220.00	\$26,400.00	\$210.00	\$25,200.00	\$261.05	\$31,326.00
7110010	Pile Driving Set-Up	8	EA.	\$3,200.00	\$25,600.00	\$4,500.00	\$36,000.00	\$3,750.00	\$30,000.00
7111560	Reinf. Pile Tips (HP14 x 73)	8	EA.	\$185.00	\$1,480.00	\$250.00	\$2,000.00	\$335.00	\$2,680.00
7112220	Steel H Bearing Piling (HP14 x 73)	272	L.F.	\$100.00	\$27,200.00	\$70.00	\$19,040.00	\$113.50	\$30,872.00
7243100	Elastomeric Bearing	22	EA.	\$175.50	\$3,861.00	\$200.00	\$4,400.00	\$325.00	\$7,150.00
8143000	Waterproofing (Bridge Deck)	199.6	S.Y.	\$20.00	\$3,992.00	\$55.00	\$10,978.00	\$26.00	\$5,189.60
<b>Bridge Bid Subtotal</b>							<b>\$406,373.00</b>		<b>\$403,916.95</b>
<b>Bid Total</b>							<b>\$701,222.99</b>		<b>\$679,893.41</b>

Contractor Bid Form Amount = \$701,408.99

Difference due to contractor math error of counting Item 8153090 twice. Correction does not impact lowest Bidder.

# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: December 7, 2021

## ITEM TITLE:

Procurement #: 21-10 Title: **Windows and Doors for South Cove Recreation Building** Department: PRT Amount: Project: \$ 49,867.99  
10% Contingency: \$ 4,986.80  
Total Award: \$ 54,854.79

## FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 21-22 budget process.  
Budget: \$54,865.79 Project Cost: \$54,865.79

Finance Approval: Doctate Price  
Balance: \$0.00

## BACKGROUND DESCRIPTION:

The recreation building at South Cove County Park was built in the early 1970s. The building is in need of major renovation. Currently, the building is not insulated or cooled. Upon completion of the renovation, it is the intention that the recreation building be available year-around to hold events, conferences, educational programs, and be available for park patrons to enjoy. This portion of the renovation includes replacing the open air window slots with commercial grade windows and replacing the doors with commercial grade doors.

On November 16, 2021, formal sealed bids were opened for this project. Four (4) bidders were notified of this opportunity. Two (2) companies submitted bids, with Pro Glass Services, LLC., dba Glass Doctor of Seneca, SC, submitting the lowest bid of \$54,865.79.

## SPECIAL CONSIDERATIONS OR CONCERNS:

Local Accommodations Tax (ATAX) funds have been approved for this purchase.

## ATTACHMENT(S):

1. Bid Tab

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

- 1) Approve the award of ITB 21-10 to Pro Glass Services, LLC., dba Glass Doctor of Seneca, SC, for Windows and Doors for South Cove Recreation Building in the amount of \$49,867.99, plus a 10% contingency amount of \$4,986.80 for any change orders that may arise, for a total award amount of \$54,854.79.
- 2) Authorize the County Administrator to execute documents for this project and sign any change orders within the contingency amount.

Submitted or Prepared By: Tronda C. Popham  
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: Amanda F. Brock  
Amanda F. Brock, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

Bidders	City Glass	Pro Glass Services LLC. dba Glass Doctor of Seneca	
Address	Anderson, SC	Seneca, SC	
Materials Subtotal:	\$48,650.00	\$41,384.90	
Sales Tax 6%	\$9,920.00	\$2,483.09	
Labor/Installation	\$2,690.00	\$6,000.00	
Shop Drawings / Additional Fees	\$2,500.00	\$0.00	
<b>Bid Form - Grand Total</b>	\$63,760.00	<b>\$49,867.99</b>	
<b>Warranty:</b>			
Doors/Windows	1-Year Window; 5-Year Glass; 5-Year Anodize	5-Year	
Installation	1-Year	5-Year	
<b>Lead Times:</b>			
Materials ARO	8 weeks - Windows 9 weeks - Doors	4-6 Weeks	
Estimated Installation Start Date	None Listed	5-7 Weeks	
Estimated Installation Completion Date	None Listed	1 week after start if openings are finished	

Denotes Math Error

# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: December 7, 2021

## ITEM TITLE:

**Title:** Intrado VIPER 911 System Upgrade – Sole Source

**Department:** Communications

**Amount:** \$283,627.63

## FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2021-2022 budget process.

Finance Approval: Laclaire Price

**Budget:** \$283,627.63 **Project Cost:** \$283,627.63

**Balance:** \$0.00

This expenditure will be paid completely through 911 tariff fees collected. Additionally, the SC Budget and Control Board has agreed to reimburse the 911 fund up to 80% of the cost of this upgrade. Accounting for this reimbursement, the total investment from 911 tariff fees will be \$63,117.20.

## BACKGROUND DESCRIPTION:

Oconee County operates 911 telephony for incoming voice, data, and automatic location information utilizing the Intrado VIPER solution. This purchase contains both an upgrade for existing workstations at the primary 911 Public Safety Answering Point (PSAP) in Walhalla, as well as, extension of the VIPER 911 phone system to the hot-standby backup 911 center currently under construction at the Hamilton Career and Technology Center.

If the primary 911 Public Safety Answering Point (PSAP) were to experience failure or natural disaster, rendering the law enforcement center uninhabitable, this backup center will be utilized. With the addition of the 911 back-up center, it is necessary to purchase the Intrado Viper 911 System for this location to ensure no interruption of 911 service.

## SPECIAL CONSIDERATIONS OR CONCERNS:

Since the original installation, this hardware and software has been consistently maintained and upgraded by Intrado Life and Safety Solutions Corporation, of Chicago, IL. This upgrade will be integrated into the existing system; therefore, it must be purchased from the same vendor. After careful negotiation as to the scope of work and the final pricing for the upgrade, Oconee County will benefit from a significant pricing discount from Intrado Life and Safety Solutions Corporation for upgrading the current system versus replacing it with an entirely new 911 infrastructure. Procurement staff and the Emergency Communications Director recommend this purchase as a sole source.

## ATTACHMENT(S):

1. Intrado Quote
2. Sole Source Letter from Director of Emergency Communications

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the Sole Source purchase of the VIPER 911 System upgrade and extension location to Intrado Life and Safety Solutions Corporation, of Chicago, IL in the amount of \$283,627.63.

Submitted or Prepared By: Tronda C. Popham  
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: Amanda F. Brock  
Amanda F. Brock, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*



**Company Name: Intrado Life & Safety Solutions Corporation**

**VIPER System**

*for*

**Oconee County, SC**

**(Direct Sale)**

**Quote Number: 65453**

**Version: 2**

**September 30, 2021**

The terms and conditions available at <https://www.intrado.com/legal-privacy/terms/call-handling> as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.



**Summary All Sites**

Item	Cost
Oconee County - <i>Backup</i>	\$183,408.13
Upgrade to Main PSAP	\$100,219.50

---

**Total:** **\$283,627.63**

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Totals
Year 1	\$186,885.25	\$62,470.00	\$1,800.00	\$3,055.50	<b>\$254,210.75</b>
Year 2			\$1,800.00	\$5,418.24	<b>\$7,218.24</b>
Year 3			\$1,800.00	\$5,507.76	<b>\$7,307.76</b>
Year 4			\$1,800.00	\$5,598.90	<b>\$7,398.90</b>
Year 5			\$1,800.00	\$5,691.98	<b>\$7,491.98</b>
<b>Totals</b>	<b>\$186,885.25</b>	<b>\$62,470.00</b>	<b>\$9,000.00</b>	<b>\$25,272.38</b>	<b>\$283,627.63</b>

**Summary - Oconee County**

Item	Cost
Systems	\$112,235.75
Services	\$36,900.00
Recurring Services	\$9,000.00
Maintenance	\$25,272.38
<b>Total:</b>	<b>\$183,408.13</b>

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Totals
Year 1	\$112,235.75	\$36,900.00	\$1,800.00	\$3,055.50	<b>\$153,991.25</b>
Year 2			\$1,800.00	\$5,418.24	<b>\$7,218.24</b>
Year 3			\$1,800.00	\$5,507.76	<b>\$7,307.76</b>
Year 4			\$1,800.00	\$5,598.90	<b>\$7,398.90</b>
Year 5			\$1,800.00	\$5,691.98	<b>\$7,491.98</b>
<b>Totals</b>	<b>\$112,235.75</b>	<b>\$36,900.00</b>	<b>\$9,000.00</b>	<b>\$25,272.38</b>	<b>\$183,408.13</b>

## Configuration Parameters - Oconee County

### Site Configuration

---

Total Positions	6
Total Number of E9-1-1 CAMA Trunks	6
Total Number of FXO Lines	10
Total Number of ISDN-PRI channels (T1)	4
SIP	Included
ECCP	Not Included
PowerOPS	0
VIPER ACD	0
Add-on for Radio Recorder	Included

### Systems

---

VIPER	\$55,019.25
Power Stations	\$30,535.50
Power 911	\$16,308.00
TXT29-1-1 Setup Fees	\$5,725.00
Object Server Hardware	\$4,648.00

### Professional Services

---

Staging	\$3,250.00
Project Survey	\$3,350.00
Installation	\$15,250.00
CCS Training	\$3,350.00
Project Management Services	\$11,700.00

### Recurring Services

---

TXT29-1-1 Recurring Services	\$9,000.00
------------------------------	------------

### Maintenance

---

Software Subscription	\$4,725.00
Software Protection and Remote Tech Support	\$1,967.16
On-Site Maintenance	\$9,016.02
Hardware Protection	\$9,564.20

Model#	Description	Qty	List Price	Selling Price	Total
<b>VIPER</b>					
912807/BB	4 foot Cabinet Prebuilt Building Block	1	\$16,648.00	\$16,648.00	\$16,648.00
912871/BB	Mediant 1000B Prebuilt Building Block	1	\$2,020.00	\$2,020.00	\$2,020.00
912890/BB	Media Kit Prebuilt Building Block	1	\$100.00	\$75.00	\$75.00
911SIP	9-1-1 Ingress via SIP - License per position	6	\$495.00	\$371.25	\$2,227.50
912870/1T1	Mediant 1000 Spare Part Digital Voice Module Single Span	1	\$2,470.00	\$2,470.00	\$2,470.00
912870/LIC	Mediant 1000 Access License (per Chassis)	1	\$9,375.00	\$7,031.25	\$7,031.25
911830	VIPER Gateway Chassis G3	1	\$1,320.00	\$990.00	\$990.00
911831	CIM G3	2	\$2,690.00	\$2,017.50	\$4,035.00
912811	Application Server License	7	\$995.00	\$746.25	\$5,223.75
912812	PBX Access License	6	\$645.00	\$483.75	\$2,902.50
911834	AIM G3	3	\$1,400.00	\$1,050.00	\$3,150.00
P10008	License to Connect Non-Intrado Recording Device	1	\$1,995.00	\$1,496.25	\$1,496.25
C10036	Power Cord Cable with A/C twist lock connector	3	\$150.00	\$150.00	\$450.00
912716/24	Cisco C2960X-24TS-L 24 port switch	2	\$2,200.00	\$2,200.00	\$4,400.00
912716/S	Cisco Stacking module for C2960-X	2	\$950.00	\$950.00	\$1,900.00
				<b>Subtotal</b>	<b>\$55,019.25</b>

**Power Stations**

914121/1	IWS Workstation - Software and Configuration	6	\$273.00	\$273.00	\$1,638.00
911801	A9C G3, Desk Mounting Kit	6	\$195.00	\$146.25	\$877.50
911809	A9C G3, Call Handling Accessories	6	\$530.00	\$397.50	\$2,385.00
911810-1	A9C G3 : Bundle	6	\$5,680.00	\$4,260.00	\$25,560.00
911785	Position Image - Power Station Gen3	1	\$100.00	\$75.00	\$75.00
				<b>Subtotal</b>	<b>\$30,535.50</b>

**Power 911**

913100/BAK	Power 911 Client and Server Backup License	6	\$2,994.00	\$2,245.50	\$13,473.00
913152	Power 911 Add-On Recorder for Radio (ITRR)	6	\$630.00	\$472.50	\$2,835.00
				<b>Subtotal</b>	<b>\$16,308.00</b>

**TXT29-1-1 Setup Fees**

ITXTOTF4	TXT29-1-1 P911 Integrated One-time-fee per PSAP (5-10 seats)	1	\$3,250.00	\$3,250.00	\$3,250.00
P10063	ITS Equipment	1	\$2,475.00	\$2,475.00	\$2,475.00
				<b>Subtotal</b>	<b>\$5,725.00</b>

**Object Server Hardware**

914121/3	IWS Object Server - Underlying Software	1	\$1,398.00	\$1,398.00	\$1,398.00
914963	IWS Server RACK - Type B	1	\$3,250.00	\$3,250.00	\$3,250.00
				<b>Subtotal</b>	<b>\$4,648.00</b>

**Staging**

950852	Front Room Equipment Staging - Per Position	6	\$250.00	\$250.00	\$1,500.00
950853	Back Room Equipment Staging - Per Cabinet	1	\$1,750.00	\$1,750.00	\$1,750.00
				<b>Subtotal</b>	<b>\$3,250.00</b>

**Project Survey**

950100	Project Survey (per Site)	1	\$1,500.00	\$1,500.00	\$1,500.00
960575	Living Expense per Day per Person	3	\$200.00	\$200.00	\$600.00
960580	Travel Fee per Person	1	\$1,250.00	\$1,250.00	\$1,250.00
				<b>Subtotal</b>	<b>\$3,350.00</b>

**Installation**

950104	Professional Services (per Day)	8	\$1,500.00	\$1,500.00	\$12,000.00
960575	Living Expense per Day per Person	10	\$200.00	\$200.00	\$2,000.00
960580	Travel Fee per Person	1	\$1,250.00	\$1,250.00	\$1,250.00
				<b>Subtotal</b>	<b>\$15,250.00</b>

**CCS Training**

P10087	CCS Training	1	\$1,500.00	\$1,500.00	\$1,500.00
960575	Living Expense per Day per Person	3	\$200.00	\$200.00	\$600.00
960580	Travel Fee per Person	1	\$1,250.00	\$1,250.00	\$1,250.00
				<b>Subtotal</b>	<b>\$3,350.00</b>

**Project Management Services**

950510	Project Management Services	1	\$0.00	\$11,700.00	\$11,700.00
				<b>Subtotal</b>	<b>\$11,700.00</b>

**TXT29-1-1 Recurring Services**

P10062	ITS Service (Annual) - Year 1	1	\$1,800.00	\$1,800.00	\$1,800.00
P10062	ITS Service (Annual) - Year 2	1	\$1,800.00	\$1,800.00	\$1,800.00
P10062	ITS Service (Annual) - Year 3	1	\$1,800.00	\$1,800.00	\$1,800.00
P10062	ITS Service (Annual) - Year 4	1	\$1,800.00	\$1,800.00	\$1,800.00
P10062	ITS Service (Annual) - Year 5	1	\$1,800.00	\$1,800.00	\$1,800.00
				<b>Subtotal</b>	<b>\$9,000.00</b>

**Software Subscription**

950999/SUB1-BU/1	Software Sub Service - /Position - Back Up Position - Year 1	6	\$157.50	\$157.50	\$945.00
950999/SUB1-BU/1	Software Sub Service - /Position - Back Up Position - Year 2	6	\$157.50	\$157.50	\$945.00
950999/SUB1-BU/1	Software Sub Service - /Position - Back Up Position - Year 3	6	\$157.50	\$157.50	\$945.00
950999/SUB1-BU/1	Software Sub Service - /Position - Back Up Position - Year 4	6	\$157.50	\$157.50	\$945.00
950999/SUB1-BU/1	Software Sub Service - /Position - Back Up Position - Year 5	6	\$157.50	\$157.50	\$945.00
				<b>Subtotal</b>	<b>\$4,725.00</b>

#### Software Protection and Remote Tech Support

950999/PRO1-BU/1	Soft Protect and Remote Tech Support - /Pos - Back Up Pos - Year 1	6	\$63.00	\$63.00	\$378.00
950999/PRO1-BU/1	Soft Protect and Remote Tech Support - /Pos - Back Up Pos - Year 2	6	\$64.26	\$64.26	\$385.56
950999/PRO1-BU/1	Soft Protect and Remote Tech Support - /Pos - Back Up Pos - Year 3	6	\$65.55	\$65.55	\$393.30
950999/PRO1-BU/1	Soft Protect and Remote Tech Support - /Pos - Back Up Pos - Year 4	6	\$66.86	\$66.86	\$401.16
950999/PRO1-BU/1	Soft Protect and Remote Tech Support - /Pos - Back Up Pos - Year 5	6	\$68.19	\$68.19	\$409.14
				<b>Subtotal</b>	<b>\$1,967.16</b>

#### On-Site Maintenance

950999/ONS1-2-BU/1	On-Site Maint - /Pos - 11 to 20 pos sys - Back Up Position - Year 1	6	\$288.75	\$288.75	\$1,732.50
950999/ONS1-2-BU/1	On-Site Maint - /Pos - 11 to 20 pos sys - Back Up Position - Year 2	6	\$294.53	\$294.53	\$1,767.18
950999/ONS1-2-BU/1	On-Site Maint - /Pos - 11 to 20 pos sys - Back Up Position - Year 3	6	\$300.42	\$300.42	\$1,802.52
950999/ONS1-2-BU/1	On-Site Maint - /Pos - 11 to 20 pos sys - Back Up Position - Year 4	6	\$306.42	\$306.42	\$1,838.52
950999/ONS1-2-BU/1	On-Site Maint - /Pos - 11 to 20 pos sys - Back Up Position - Year 5	6	\$312.55	\$312.55	\$1,875.30
				<b>Subtotal</b>	<b>\$9,016.02</b>

#### Hardware Protection

950999/HPMN1-BRD/1	Hardware Protect Multi-Node System - /Back Room Deployment - Year 2	1	\$2,100.00	\$2,100.00	\$2,100.00
950999/HPMN1-BU/1	Hardware Protect Multi-Node System - /Pos - Back Up Position - Year 2	6	\$36.75	\$36.75	\$220.50
950999/HPMN1-BRD/1	Hardware Protect Multi-Node System - /Back Room Deployment - Year 3	1	\$2,142.00	\$2,142.00	\$2,142.00
950999/HPMN1-BU/1	Hardware Protect Multi-Node System - /Pos - Back Up Position -	6	\$37.49	\$37.49	\$224.94

950999/HPMN1-BRD/1	Year 3 Hardware Protect Multi-Node System - /Back Room Deployment - Year 4	1	\$2,184.84	\$2,184.84	\$2,184.84
950999/HPMN1-BU/1	Hardware Protect Multi-Node System - /Pos - Back Up Position - Year 4	6	\$38.23	\$38.23	\$229.38
950999/HPMN1-BRD/1	Hardware Protect Multi-Node System - /Back Room Deployment - Year 5	1	\$2,228.54	\$2,228.54	\$2,228.54
950999/HPMN1-BU/1	Hardware Protect Multi-Node System - /Pos - Back Up Position - Year 5	6	\$39.00	\$39.00	\$234.00
				<b>Subtotal</b>	<b>\$9,564.20</b>
				<b>Total</b>	<b>\$183,408.13</b>

## Summary - Upgrade to Main PSAP

Item	Cost
Systems	\$74,649.50
Services	\$25,570.00
<b>Total:</b>	<b>\$100,219.50</b>

## Configuration Parameters - Upgrade to Main PSAP

### Site Configuration

Total Positions	14
-----------------	----

### Systems

VIPER	\$0.00
Power Stations	\$71,149.50
Power 911	\$0.00

### Professional Services

Staging	\$3,500.00
Project Survey	\$1,700.00
Installation	\$10,150.00
Post-Cutover Services	\$1,700.00
CCS Training	\$3,350.00
Project Management Services	\$8,670.00



Site: Upgrade to Main PSAP

Model#	Description	Qty	List Price	Selling Price	Total
<b>VIPER</b>					
912890/BB	Media Kit Prebuilt Building Block	1	\$100.00	\$0.00	\$0.00
912802/U	VIPER Primary Application Server Upgrade	1	\$1,845.00	\$0.00	\$0.00
912803/U	VIPER Primary VoIP Soft Switch Upgrade	1	\$1,250.00	\$0.00	\$0.00
912811/U	Application Server Position Access License Upgrade	16	\$497.50	\$0.00	\$0.00
912812/U	PBX Access License Upgrade	14	\$322.50	\$0.00	\$0.00
912822/U	VIPER Secondary Application Secondary Server Upgrade	1	\$1,497.50	\$0.00	\$0.00
912823/U	VIPER Secondary VoIP Soft Switch Upgrade	1	\$1,250.00	\$0.00	\$0.00
<b>Subtotal</b>					<b>\$0.00</b>

**Power Stations**

914121/1	IWS Workstation - Software and Configuration	14	\$273.00	\$273.00	\$3,822.00
911801	A9C G3, Desk Mounting Kit	14	\$195.00	\$146.25	\$2,047.50
911809	A9C G3, Call Handling Accessories	14	\$530.00	\$397.50	\$5,565.00
911810-1	A9C G3 : Bundle	14	\$5,680.00	\$4,260.00	\$59,640.00
911785	Position Image - Power Station Gen3	1	\$100.00	\$75.00	\$75.00
<b>Subtotal</b>					<b>\$71,149.50</b>

**Power 911**

913100/U	Power 911 Client and Server Access License - Upgrade	14	\$5,995.00	\$0.00	\$0.00
<b>Subtotal</b>					<b>\$0.00</b>

**Staging**

950852	Front Room Equipment Staging - Per Position	14	\$250.00	\$250.00	\$3,500.00
<b>Subtotal</b>					<b>\$3,500.00</b>

**Project Survey**

950100	Project Survey (per Site)	1	\$1,500.00	\$1,500.00	\$1,500.00
960575	Living Expense per Day per Person	1	\$200.00	\$200.00	\$200.00
<b>Subtotal</b>					<b>\$1,700.00</b>

**Installation**

950104	Professional Services (per Day)	5	\$1,500.00	\$1,500.00	\$7,500.00
960575	Living Expense per Day per Person	7	\$200.00	\$200.00	\$1,400.00
960580	Travel Fee per Person	1	\$1,250.00	\$1,250.00	\$1,250.00

---

Subtotal      \$10,150.00

**Post-Cutover Services**

---

950500	Post-Cutover Services	1	\$1,500.00	\$1,500.00	\$1,500.00
960575	Living Expense per Day per Person	1	\$200.00	\$200.00	\$200.00
				<b>Subtotal</b>	<b>\$1,700.00</b>

---

**CCS Training**

---

P10087	CCS Training	1	\$1,500.00	\$1,500.00	\$1,500.00
960575	Living Expense per Day per Person	3	\$200.00	\$200.00	\$600.00
960580	Travel Fee per Person	1	\$1,250.00	\$1,250.00	\$1,250.00
				<b>Subtotal</b>	<b>\$3,350.00</b>

---

**Project Management Services**

---

950510	Project Management Services	1	\$0.00	\$8,670.00	\$8,670.00
				<b>Subtotal</b>	<b>\$8,670.00</b>
				<b>Total</b>	<b>\$100,219.50</b>

---

## Notes

- 1 This quote provides pricing for a Node B Viper. 6 A9C Power911 positions, ITRR, 6 911 trunks, 10 admin lines, PRI gateway for admin trunks. Includes SIP licenses, IP recording kit, Power Metrics Advanced and TXT29-1-1 with ITS. 5 years of maintenance. This quote also provides pricing for upgrade of Main PSAP to VIPER 7 with replacement of Power Stations.

Customer will be responsible to provide monitors, network routers and router configuration.

No training will be needed according to the AE.

ECaTS equipment is not being quoted at the request of the customer.

---

- 2 Customer to provide the following peripheral equipment, as required:

**Additional Backroom Equipment Required:**

Two (2) modems to ALI Database (If not using SIP)

One (1) Network Laser Printer

Amphenol cables and punch blocks

A high-speed internet-based VPN Connection for Remote Monitoring and Maintenance must be provisioned.

**Additional Power IWS Equipment Required:**

Each IWS position requires sufficient CAT5e/CAT6 Network Cabling (3 per position) not normally supplied by Intrado, to reach the Network Switches in the back room.

---

- 3 All inter-site connectivity is the responsibility of the Customer. WAN equipment, software, and connectivity to be procured, installed, and configured by the Customer

Unless otherwise specified in this quotation, routers are not included.

Two (2) connections are required between each site and the WAN.

**WAN Requirements**

- Layer 3 routing must be provided between all locations
  - Certified CAT5e/CAT6 between all network switches
  - Guaranteed Bandwidth for all Intrado applications
  - Low Latency (< 40ms)
  - Low Jitter (< 5ms)
  - Support for DHCP Relay/Forwarding (per RFC 1542) from all VIPER subnets to their associated primary Application Server
  - Support for QoS (Quality of Service) as needed
  - Security against intrusion and virus attack
  - Reliable links (fault tolerant) – no single point of failure may cause a Layer 3 disruption for more than four (4) seconds, multicast may not be disrupted for more than ten (10) seconds.
  - DNS Caching and forwarding from satellite sites to all VIPER Application Servers
  - Support for Multicast traffic between all subnets of a discrete VIPER system (however Multicast traffic between satellite subnets is not required).
  - Multicast traffic must not pass between separate discrete VIPER systems
  - A Dial-Up Line for Remote Monitoring and Maintenance must be provisioned.
-

4 The 3rd Party Recorder Interface Kit provides the following:

- 1) Physical IP packet-capture solution. This is the mechanism by which the VIPER SIP and RTP packets are securely shared with the 3rd party recorder.
- 2) VIPER 3rd party recording license. This is the VIPER-side license that enables a 3rd party recorder to have a one-way IP connection to VIPER. One is needed per VIPER node.
- 3) Packet description document. This document details all of the VIPER SIP/RTP messages that are relevant for a 3rd party recorder.

Please note that in all cases, Intrado will not be responsible for the support or provisioning of the 3rd party recorder.

---

5 **Professional Services:** This quote represents an estimate of labor costs to perform the work described in this quote. If the amount of labor needed to correct the issue can't be accomplished time allotted in this quote, Intrado will contact the customer representative before performing additional labor. If the actual labor to perform the work is significantly less than the amount quoted, the final charge may be adjusted.

---

6 The ITS solution establishes a secure connection between the customer facility and the Intrado Data Center over a VPN using customer-provided Public IP internet connection. More information about ITS can be found in the TXT Service Guide.

---

7 The Project Survey is intended to identify any additional miscellaneous equipment or services required to ensure smooth installation and operation of the quoted system. Additional costs may be incurred upon completion of the Project Survey.

---

8 **Comprehensive Project Management**

This is a service offered to partners that do not have a Project Manager assigned to the project, where Intrado's Comprehensive Project Management (CPM) provides a Project Manager that coordinates all project activity.

The CPM provides complete, end-to-end project management support and services that could include on-site support, project documentation, formal reporting, as well as coordination of deliveries both internally as well as with the partner and the end customer.

The CPM level of service includes all services in the basic level plus the following:

- Site survey is reviewed (or initiated and then reviewed) to verify that site and system environment are ready for installation
  - Scope of Work is completed (includes a Project Schedule of key dates)
  - Review system design
  - Site and/or network diagram are completed as required
  - 3rd Party contractors included in the sales order are contacted and managed
  - Project kick-off meeting is scheduled with the end customer and held via conference call or optionally on site
  - Comprehensive risk assessment and mitigation planning
-

- Overall project coordination
- Weekly project status meetings are scheduled, led and documented
- Customer configuration for staging is collected and communicated
- Equipment staging (if ordered) and shipping is managed"
- Coordinate on-site delivery
- Equipment receipt and inventory is validated
- Intrado resources are scheduled and managed with project implementation and cut-over requirements
- Maintain all project related communications and documentation
- Complete Site Book for delivery to end customer at time of handover to service
- Variable: Project Manager Presence on-site (with additional per day and travel cost components). This is typically required for project kickoff (if on-site), final site evaluation, and cut-over project management services

- 9 **Software Subscription Service** provides the customer with access to software upgrades including new features. This offering only provides for the availability of the software. Installation and training (if needed) are not included. Any required hardware or operating system changes are also not included.

Intrado will provide periodic software release bulletins to customers which announce and explain new feature releases for Intrado software. Customers may then request the new release or version from Intrado based on applicability of the release to customer's system. The customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have Intrado deploy a new release, Intrado will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at Intrado's then current prices for such services.

- 10 **Software Protection and Remote Technical Support** is a coverage requirement with the purchase and ownership of Intrado CPE system equipment.

Software Protection and Remote Technical Support cannot be deleted from quotes or system orders. Once a Software Protection and Remote Technical Support service contract is established for the site during system initial purchase, all items subsequently added to the site will not require an additional contract, but the acquisition of additional positions will increase the price of the services.

- For sites with one year coverage contracts, the increased price will be reflected in the quote at the next contract renewal point.
- For sites with multi-year agreements, the customer will be required to retract the remaining years of the original purchase order and issue a new purchase order for the remaining period covering the original system and new positions.

If a contract for Software Protection and Remote Technical Support expires without renewal, causing a lapse in coverage, the customer's access to the Support Center will be discontinued and a notification of services termination will be issued. Reinstatement of the lapsed coverage will require the following from the customer:

- Payment in full for the lapsed period at the prevailing per-seat rate
- Purchase of a new maintenance agreement (one-year or five-year)
- System Recertification fees in the form of a Class A inspection at \$1,500.00 per day plus related travel and expense charges.

**Software Protection**

This offering provides for the availability of software product updates. Installation and training (if needed) are not included. Intrado will publish periodic software release bulletins to customers which announce important product updates for Intrado software. Customers may then request the new update from Intrado based on applicability of

the release to customer's system. Customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have Intrado deploy a new release, Intrado will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at Intrado's then current prices for such services.

#### **Remote Technical Support**

Support is provided by associates who specialize in the diagnosis and resolution of system performance issues. Remote Technical Support is available 24/7 through both a toll free hotline and a secure customer Internet portal. All service inquiries are tracked by a state-of-the-art CRM trouble ticket system that can be queried by customers through the online portal to obtain the most up-to-date status on their issues.

---

- 11** **On-site Support Services** are primarily designed to assist with issues that require system expertise in troubleshooting and restoration at the customer's location.

On-site Support Services include travel costs and time and labor related to the service incident. Also included in the service are quarterly on-site preventative and routine maintenance reviews (four per year) of the customer's Intrado system. These maintenance visits can include the installation of routine updates to software. Training, configuration changes, reprogramming and system upgrade labor are not included in this offering, but are available for purchase.

On-Site Support Services options include the designation of a technician dedicated specifically to the customer's deployment(s), or alternately a non-dedicated resource available for use with other customers. Intrado may engage third-party vendors to provide the On-Site Support Services.

---

- 12** **Hardware Protection Service** provides for the replacement of any non-operating Intrado provided hardware component, with the exception of monitors. This offering only provides for the replacement of the hardware item. Installation services and training (if needed) are not included. This service does not cover items where warranty has been voided due to abuse, Force Majeure or other actions.

When the Intrado Technical Support Center concludes that an item is non-operational, a fully functioning new or refurbished unit will be shipped to the customer. This unit will then become the property of the customer and will restore the functionality of the non-working item, but it may not be the exact same model as the original. The shipment of the replacement item will include a pre-printed shipping label used for the return of the nonworking item from the customer.

---

- 13** Intrado's fully integrated Text to 9-1-1 solution is incorporated into the Power 9-1-1 display complete with drop down text. Text messages "ring" just like 9-1-1 calls coming in and are routed under the same routing/ACD rules applied by the PSAP. Text sessions can be transferred to any enabled user on the Viper system. All wireless carriers currently enabling text messaging can be reached through this system.

Pricing is based on the number of positions and PSAPs in the quote, and there is no additional charge for dark backup sites connected to the host(s). The only variable cost is related to connectivity and the network engineering hours needed to configure the connectivity based upon the PSAP's requirements. Connectivity is available via the A9-1-1 ESInet or the PSAP's internet interface, which will be secured by Intrado Life & Safety Solutions Corporation.

Text is provided into the Call Handling system either via ITS or ESInet, depending on transport method used.

TXT29-1-1 services will be provided in accordance with the applicable Service Guide at <https://www.intrado.com/legal-privacy/terms/call-handling>.

---

PSAP billing will begin upon completion of deployment and text readiness delivery from Intrado to the PSAP. Completion is defined as the PSAP being able to accept text messages.

Billing and the term commencement for the services will begin when the Services are first made available for Customer's use, and will continue for the designated number of months as stated in this Quote.

---

## Terms

---

<b>VENDOR NAME</b>	<b>Intrado Life &amp; Safety Solutions Corporation</b> Include quote number and customer EIN/Tax Identification Number on P.O.
<b>SUBMIT P.O.</b>	<a href="mailto:ordermanagement.safetyservices@west.com">ordermanagement.safetyservices@west.com</a>
<b>PRICING</b>	All prices are in USD Taxes, if applicable, are extra. Handling and Shipping charges are extra unless specified on the quote.
<b>SHIPPING TERMS</b>	FCA (Montreal), INCOTERMS 2010
<b>PAYMENT</b>	Per Contract
<b>DELIVERY</b>	TBD
<b>VALIDITY</b>	<b>Quote expires on March 29, 2022.</b> However, part numbers beginning with Q, such as QXXXXX, constitute unique third-party components. These components, including model and price, (i) may be subject to change at any time; and (ii) are non-cancellable, non-refundable, and non-exchangeable at any time.
<b>COPYRIGHT</b>	The information contained in this document is proprietary to Intrado Life & Safety Solutions Corporation and is offered solely for the purpose of evaluation.



## Revision History

---

Revision Level	Proposal Writer	Notes	Date Revised
1	RCRAWFORD	Original	January 13, 2021



# OCONEE COUNTY SHERIFF'S OFFICE

## EMERGENCY COMMUNICATIONS / E-911

415 SOUTH PINE STREET  
WALHALLA, SC 29691

*Mike Crenshaw, Sheriff*

*Travis C. Tilson, Director*

**Office: (864) 718.1010**

**Dispatch: (864) 638.4111**

**Fax: (864) 638.4434**

November 17, 2021

Tronda Popham  
Oconee County Procurement  
415 South Pine Street  
Walhalla, SC 29691

Ms. Popham:

Please find attached a requisition for the purchase of a Viper for the new back-up to the Oconee County 911 at the Hamilton Career Center and an upgrade to the main 911 Viper.

Intrado is the original equipment vendor for the 911 system in Oconee County. The last upgrade to the 911 system was in 2016. This project is an in-place upgrade to the primary 911 system and add the Viper system to the 911 back-up center located at the Hamilton Career Center.

Intrado is the only company that manufactures hardware and software for the Viper CPE (Customer Premise Equipment), which is currently in use in Oconee County.

It is my recommendation that Intrado be declared sole source for this purchase.

Thank you for your consideration of this recommendation. Please contact me should you have any questions.

Regards,

A handwritten signature in blue ink, appearing to read "Travis C. Tilson".

Travis C. Tilson  
Director

**PROCUREMENT - AGENDA ITEM SUMMARY**  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: December 7, 2021

**ITEM TITLE:**

**Title:** Two (2) Ford F-250 Pickup Trucks

**Department:** Facilities Maintenance

**Amount:** \$69,552.00

**FINANCIAL IMPACT:**

Procurement was approved by Council in Fiscal Year 2021-2022 budget process.

Finance Approval: Seclude Price

Budget: \$ \$69,522.00

Project Cost: \$69,522.00

**Balance:** \$ 0.00

Funding from the 325 Capital Vehicle and Equipment Project Fund

**BACKGROUND DESCRIPTION:**

The Fiscal Year 2021-2022 Capital Replacement Plan includes two (2) new trucks for the Facilities Maintenance department.

This purchase is for (2) 2022 Ford F-250 pickup trucks. The first truck is a 2-wheel drive, regular cab, long bed truck with a tommy gate. The second truck is a 4-wheel drive, crew cab, short bed truck with an Adrian single lid cross box. These trucks will be used by the department in daily maintenance operations.

The new trucks will replace a 1993 Chevrolet 2500 and a 1996 Ford F-250 that have high mileage. These trucks will be sold as surplus or replace older vehicles used in other County departments. The Fleet Maintenance Director approves this purchase

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The South Carolina Materials Management Office (MMO) awarded SC State Contract #4400027198 and #4400027199 to Vic Bailey Ford of Spartanburg, SC for Ford F-250 pickup trucks.

**ATTACHMENT(S):**

1. Pricing Spreadsheet
2. Vic Bailey State Contract Quotes (2)
3. State Contract Notice of Award / Pricing

**STAFF RECOMMENDATION:**

It is the staff's recommendation that Council approve the purchase of two (2) 2022 Ford F-250 pickup trucks to Vic Bailey Ford, Inc of Spartanburg, SC, in the amount of \$69,552.00.

Submitted or Prepared By: Tronda C. Popham  
Tronda C Popham, Procurement Director

Approved for Submittal to Council: Amanda F. Brock  
Amanda F. Brock, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

**2022 Ford F-250 State Contract Number 4400027198**

Quantity	Description	Unit Price	Total
	<b>2022 Ford F-250 Pickup Truck</b> Standard Equipment Includes: 6.2L V-8 Engine; Automatic Transmission; A/C; AM/FM radio; 142" wheel base, cruise control; power steering; power brakes; power windows and door locks; vinyl 40/20/40 bench seat; heavy duty vinyl floor; and trail tow package.		
1		\$26,642.00	\$26,642.00
	<b>Options / Adds:</b>		
1	Exterior Color: White, Interior Color: Gray		
1	Factory Installed Cab Steps (Regular Cab)	\$322.00	\$322.00
1	1300 LB Tommy Gate Installed	\$2,795.00	\$2,795.00
1	Add \$500 State Sales Tax	\$500.00	\$500.00
	<b>Grand Total</b>		<b>\$30,259.00</b>

**2022 Ford F-250 State Contract Number 4400027199**

Quantity	Description	Unit Price	Total
	<b>2022 Ford F-250 Pickup Truck</b> Standard Equipment Includes: 6.2L V-8 Engine; Automatic Transmission; A/C; AM/FM radio; 160" wheel base, 6.75' bed, cruise control; power steering; power brakes; power windows and door locks; vinyl 40/20/40 bench seat; heavy duty vinyl floor; and XL trim.		
1		\$30,277.00	\$30,277.00
	<b>Options / Adds:</b>		
1	Exterior Color: White, Interior Color: Gray		
1	F250 Crew Cab 4x4 6.75' Bed		\$3,582.00
1	3.73 Limited Slip Rear Axle (6.2L Gas Engine Only)		\$392.00
1	Factory Installed Cab Steps (Super Cab and Crew Cab)		\$446.00
1	Trailer Brake Controller		\$270.00
1	110V/400W Outlet		\$176.00
1	Privacy Glass w/ Black Glass Defroster		\$92.00
1	Exterior Back UP Alarm/Chime		\$142.00
1	Bedliner Spray-In		\$525.00
1	Warn Zeon 12,000 LB Winch & Black Grill Guard w/ Steel Cable		\$2,196.00
1	Adrian Single Lid Cross Box		\$695.00
1	Add \$500 State Sales Tax	\$500.00	\$500.00
	<b>Grand Total</b>		<b>\$39,293.00</b>

STATE OF SOUTH CAROLINA  
SFAA, DIV. OF PROCUREMENT SERVICES, MMO  
1201 MAIN STREET, SUITE 600  
COLUMBIA SC 29201

**Intent to Award**

Posting Date: October 11, 2021

**Solicitation:** 5400021774  
**Description:** STC FOR PICKUP TRUCKS  
**Agency:** Statewide Term Contract

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective **October 21, 2021**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

If you are aggrieved in connection with the award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

PROTEST - CPO ADDRESS - MMO: Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

- (a) by email to [protest-mmo@mmo.sc.gov](mailto:protest-mmo@mmo.sc.gov) or
- (b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

**Contract Number:** 4400027194  
**Awarded To:** PERFORMANCE CDJR (7000241847)  
605 WARSAW HWY  
CLINTON NC 28328

**Total Potential Value:** \$ 311,290.00  
**Initial Contract Period:** November 01, 2021 through October 31, 2022  
**Maximum Contract Period:** November 01, 2021 through October 31, 2023

<b>Item</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
00001	PU-4: Gasoline, 1/2 ton Extended Cab RAM 1500 Quad Cab 4x2 DS1L41	\$ 31,129.00	\$ 311,290.00

**Contract Number:** 4400027193

**Awarded To:** SANTEE AUTOMOTIVE LLC (7000214142)  
2601 PAXVILLE HIGHWAY  
MANNING SC 29102

**Total Potential Value:** \$ 1,136,229.00

**Initial Contract Period:** November 01, 2021 through October 31, 2022

**Maximum Contract Period:** November 01, 2021 through October 31, 2023

<b>Item</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
00003	PU-1G: Gasoline, Compact Pickup, King/Extended Cab <b>Ford Ranger R1E</b>	\$ 22,279.00	\$ 1,136,229.00

**Contract Number:** 4400027195

**Awarded To:** SANTEE AUTOMOTIVE LLC (7000214142)  
2601 PAXVILLE HIGHWAY  
MANNING SC 29102

**Total Potential Value:** \$ 134,370.00

**Initial Contract Period:** November 01, 2021 through October 31, 2022

**Maximum Contract Period:** November 01, 2021 through October 31, 2023

<b>Item</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
00003	PU-3: Gasoline, ½ ton, Reg. Cab ONLY, 4x2w/4x4 add option <b>RAM 1500 DS Regular Cab Long Bed</b>	\$ 26,874.00	\$ 134,370.00

**Contract Number:** 4400027192

**Awarded To:** VIC BAILEY FORD INC (7000079092)  
501 E DANIEL MORGAN AVE  
SPARTANBURG SC 29304-3568

**Total Potential Value:** \$ 121,830.00

**Initial Contract Period:** November 01, 2021 through October 31, 2022

**Maximum Contract Period:** November 01, 2021 through October 31, 2023

<b>Item</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
00007	PU-3: Flex Fuel, ½ ton, Reg/Cab ONLY, Long Bed, 4x2 w/4x4 add option <b>Ford F150 F1C</b>	\$ 24,366.00	\$ 121,830.00

**Contract Number:** 4400027196

**Awarded To:** VIC BAILEY FORD INC (7000079092)  
501 E DANIEL MORGAN AVE  
SPARTANBURG SC 29304-3568

**Total Potential Value:** \$ 257,310.00

**Initial Contract Period:** November 01, 2021 through October 31, 2022

**Maximum Contract Period:** November 01, 2021 through October 31, 2023

<b>Item</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
00007	PU-4: Flex Fuel, ½ ton, Extended Cab (w/ Crew Cab option), 4x2 w/ 4x4 add option <b>Ford F150 F1C</b>	\$ 25,731.00	\$ 257,310.00

**Contract Number:** 4400027197

**Awarded To:** VIC BAILEY FORD INC (7000079092)  
501 E DANIEL MORGAN AVE  
SPARTANBURG SC 29304-3568

**Total Potential Value:** \$ 801,021.00

**Initial Contract Period:** November 01, 2021 through October 31, 2022

**Maximum Contract Period:** November 01, 2021 through October 31, 2023

<b>Item</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
00007	PU-5: DNR, ½ ton Crew Cab, 4x4 DNR <b>Ford F150 W1E</b>	\$ 34,827.00	\$ 801,021.00

**Contract Number:** 4400027198

**Awarded To:** VIC BAILEY FORD INC (7000079092)  
501 E DANIEL MORGAN AVE  
SPARTANBURG SC 29304-3568

**Total Potential Value:** \$ 718,848.00

**Initial Contract Period:** November 01, 2021 through October 31, 2022

**Maximum Contract Period:** November 01, 2021 through October 31, 2023

<b>Item</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
00007	PU-6: Flex Fuel, Reg Cab, ¾ ton, 4x2/4x4, 8ft. body/box, single rear wheel, 4x2/4x4 <b>Ford F250 F2A</b>	\$ 26,624.00	\$ 718,848.00

**Contract Number:** 4400027199

**Awarded To:** VIC BAILEY FORD INC (7000079092)  
501 E DANIEL MORGAN AVE  
SPARTANBURG SC 29304-3568

**Total Potential Value:** \$ 847,756.00

**Initial Contract Period:** November 01, 2021 through October 31, 2022

**Maximum Contract Period:** November 01, 2021 through October 31, 2023

<b>Item</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
00007	PU-7: Flex Fuel, Crew Cab, ¾ ton,4x2/4x4, approx.. 6.25 ft. body/box, single rear wheel <b>Ford F250 W2A</b>	\$ 30,277.00	\$ 847,756.00

**Contract Number:** 4400027200

**Awarded To:** VIC BAILEY FORD INC (7000079092)  
501 E DANIEL MORGAN AVE  
SPARTANBURG SC 29304-3568

**Total Potential Value:** \$ 189,690.00

**Initial Contract Period:** November 01, 2021 through October 31, 2022

**Maximum Contract Period:** November 01, 2021 through October 31, 2023

<b>Item</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
00007	PU-8: Gasoline (w/diesel add option), ¾ ton Crew Cab ONLY, 4x4 ONLY, Heavy Duty <b>Ford F250 W2B</b>	\$ 37,938.00	\$ 189,690.00

**Procurement Officer**  
DeAna Reed-Sharpe



**-VIC BAILEY FORD**

**David Vetter 864.585.3600 or 800.922.1365**

**2022 FORD F250**

**PU -6: Truck, Pick Up, 4x2, 3/4 Ton, Regular Cab, 8' Body**

**Contract #: 4400027198**

**Standard Equipment Included:**

6.2L V-8 Engine

Automatic Transmission

A/C

AM/ FM Radio

142" Wheel Base

Cruise Control

Power Steering

Power Brakes

Power Windows and Door Locks

Vinyl 40/20/40 Bench Seat

Heavy Duty Vinyl Floor

Trailer Tow Package

**SC STATE CONTRACT PRICE:**

**\$26,642.00**

IMF (Sales Tax)

\$500.00

18B Factory Installed Cab Steps (Regular Cab)

\$322.00

1300lb Tommy Gate Installed

\$2,795.00

**TOTAL SC STATE CONTRACT PRICE:**

**\$30,259.00**

**VIC BAILEY FORD**

David Vetter 864.585.3600 or 800.922.1365

**2022 FORD F250****PU -7: Truck, Pick Up, 4x2, 3/4 Ton, Crew Cab, 6.75' Body****Contract #: 4400027199****Standard Equipment Included:**

6.2L V-8 Engine

Automatic Transmission

A/C

AM/ FM Radio

160" Wheel Base 6.75' Bed

Cruise Control

Power Steering

Power Brakes

Power Windows and Door Locks

Vinyl 40/20/40 Bench Seat

Heavy Duty Vinyl Floor

XL Trim

**SC STATE CONTRACT PRICE:****\$30,277.00**

IMF - Sales Tax

\$500.00

F250 Crew Cab 4x4 6.75' Bed

\$3,582.00

X3E 3.73 Limited Slip Rear Axle (6.2L Gas Engine Only)

\$392.00

18B Factory Installed Cab Steps (Super Cab and Crew Cab)

\$446.00

52B Trailer Brake Controller

\$270.00

43C 110V/400W Outlet

\$176.00

924/4 Privacy Glass w/ Black Glass Defroster

\$92.00

76C Exterior Back Up Alarm/Chime

\$142.00

Bedliner Spray-In

\$525.00

Warn Zeon 12,000lb Winch & Black Grill Guard w/ Steel Cable - **Expect Delayed Delivery**

\$2,196.00

Adrian Single Lid Cross Box

\$695.00

**TOTAL SC STATE CONTRACT PRICE:****\$39,293.00***Facilities maintenance*

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: December 7, 2021  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE OR DESCRIPTION:**

Local ATAX Recommendations- Oconee County PRT Commission - \$172,500

**BACKGROUND OR HISTORY:**

A portion of Local ATAX revenues received by Oconee County are made available for ATAX grants through Ordinance 2011-12. ATAX grants are to be tourism related grants that meet the ATAX guidelines specified by local and State mandates. Grants are recommended by the PRT Commission based on tourism impact of the project and approved by County Council. All external ATAX grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant.

These reports are placed in the grant folder, which is kept active by the PRT staff until the grant is considered complete. Internal projects through Oconee PRT are also recommended through local ATAX for eligible projects to lessen the impact to the general fund when available.

Due to a mandated lengthy closure during the pandemic, Walhalla Performing Arts Center (WPAC) depleted a large amount of reserve funds to pay ongoing bills. This request will allow WPAC to continue booking deposits for events as planned for 2022 and not have to cancel shows due to lack of funding for future deposits. Approximately 65% of all attendance to WPAC are non-Oconee County attendees, providing a great economic benefit to the region. This is an eligible request for local ATAX funding.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? No [review #2001-15 on Procurement's website]

If no, explain briefly: NO-ATAX grants

**FINANCIAL IMPACT:**

Local ATAX balance as of November 1, 2021           \$534,616.67

If all grants/projects approved/new balance will be:   \$362,116.67

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes

If yes, who is matching and how much: Varies by grant!

**ATTACHMENTS**

Spreadsheet unanimously approved by PRT Commission on 11/17/21.

**STAFF RECOMMENDATION:**

Approval of ATAX grant recommendations per the attached spreadsheet.

**Reviewed By/ Initials:**

\_\_\_\_\_ County Attorney      \_\_\_\_\_ Finance      \_\_\_\_\_ Grants      \_\_\_\_\_ Procurement

**Submitted or Prepared By:**

Phil Shirley, PRT Director  
Department Head/Elected Official

**Approved for Submittal to Council:**

  
Amanda Brock, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

Dec-21

## Local ATAX Recommendations-December 2021

<b>Applicant</b>	<b>Funds</b>	<b>Requested Project Description</b>	<b>Amount Eligible for ATAX</b>	<b>PRT Commission Recommendation</b>
<b><u>Internal Projects-Oconee PRT</u></b>				
2022 Interns- (One at each park)	\$15,000	Operations, marketing, maintenance, programming	\$15,000	\$15,000
Hartwell Boat Ramps Budget	\$27,000	Operations, maintenance and staffing	\$27,000	\$27,000
Seasonal Staff supplement	\$20,000	PRT Seasonal Staffing 2022	\$20,000	\$20,000
South Cove Recreation Building	\$75,000	Recreation Building remodel phase II	\$75,000	\$75,000
Waterfall Brochure Reprint	\$4,500	Partnered reprint of 100,000 brochures	\$4,500	\$4,500
Marketing Collateral	\$6,000	Street banners/tradeshaw collateral	\$6,000	\$6,000
Walhalla Performing Arts Center	\$25,000	Emergency request due to Covid closure	<u>\$25,000</u>	<u>\$25,000</u>
		<b>Total Internal Projects</b>	<b>\$172,500</b>	<b>\$172,500</b>

**PROCUREMENT - AGENDA ITEM SUMMARY**  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: December 7, 2021

**ITEM TITLE:**

**Procurement:** ITB 21-09    **Title:** Seneca Creek Boat Ramp  
Site Development

**Department(s):** PRT

**Amount: Project:** \$ 3,063,854.68  
**Contingency:** \$ 306,385.47  
**Total Award:** \$ 3,370,240.15

**FINANCIAL IMPACT:**

Procurement was approved by Council in Fiscal Year 2021-2022 budget process.

Finance Approval:

*Ardale V Price*

Budget: \$3,370,240.15

Project Cost: \$ 3,370,240.15

Balance: \$ 0.00

**BACKGROUND DESCRIPTION:**

The Seneca Creek Boat Ramp consists of site development for a 3-lane boat ramp facility including pavement, parking lot, launching dock, fishing dock, kayak dock, sidewalks, storm drainage, and associated facilities. The base bid is for all work within the limits of site development, including clearing and grubbing, erosion control, paving, and storm drainage. Estimated project completion will be December 2022.

On October 26, 2021, formal sealed bids were opened for this project. This bid was originally sent to forty-one bidders. Two (2) companies submitted bids with The Belk Company, LLC, submitting the lowest responsive and responsible bid of \$3,063,854.68.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

This construction project will be funded with PRT Capital in the amount of \$1,500,000; PCB Settlement funds in the amount of \$300,000; ATAX funding in the amount of \$70,240.15; and ARPA funds in the amount of \$1,500,000.

The ARPA funding is expected to be allocated in May of 2022. Staff will return to County Council for approval of ARPA funding request once the funds have been received by the County.

**ATTACHMENT(S):**

1. Thomas & Hutton recommendation letter
2. Bid Tab

**STAFF RECOMMENDATION:**

It is the staff's recommendation that Council:

1. Approve the award of ITB 21-09, Seneca Creek Boat Ramp Site Development to The Belk Company, LLC of Anderson, SC in the amount of \$3,063,854.68, plus a 10% contingency of \$306,385.47, for a total award of \$3,370,240.15; \$1,500,000.00 of the project allocation is anticipated ARPA funding.
2. Authorize the County Administrator to execute documents for this project and sign any change orders within the contingency amount.

Submitted or Prepared by: *Tronda C. Popham*  
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: *Amanda F. Brock*  
Amanda F. Brock, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

Bid No. ITB 21-09		Seneca Creek Road Boat Ramp Site Development			October 26, 2021 @ 2:00pm	
Bidders			Barnett Southern Corporation, Inc.		The Belk Company, LLC.	
Location			Washington, GA		Anderson, SC	
Quantity	Units	Description	Unit Price	Extended Price	Unit Price	Extended Price
<b>Mobilization and GC</b>						
1	JOB	Mobilization	\$265,050.50	\$265,050.50	\$480,000.00	\$480,000.00
1	JOB	Contractor General Conditions, Field Overhead, Mgmt.	\$84,248.00	\$84,248.00	\$50,000.00	\$50,000.00
1	JOB	Performance Bond	\$35,426.00	\$35,426.00	\$50,000.00	\$50,000.00
1	JOB	Payment Bond	\$10,000.00	\$10,000.00	\$50,000.00	\$50,000.00
Mobilization and GC Total			<b>\$394,724.50</b>		<b>\$630,000.00</b>	
<b>EARTHWORK AND GRADING</b>						
LS	JOB	Clear and Grub (4.9 Ac)	\$46,971.00	\$46,971.00	\$45,000.00	\$45,000.00
LS	JOB	Demolition	\$43,895.50	\$43,895.50	\$30,000.00	\$30,000.00
LS	JOB	Earthwork Grading - Unclassified (Approx 8000 cy)	\$295,970.50	\$295,970.50	\$180,000.00	\$180,000.00
Subtotal			<b>\$386,837.00</b>		<b>\$255,000.00</b>	
<b>EROSION CONTROL</b>						
2,850	LF	Silt Fence	\$4.00	\$11,400.00	\$4.00	\$11,400.00
4	EA	Inlet Protection	\$170.50	\$682.00	\$300.00	\$1,200.00
24	SY	Rip Rap	\$66.00	\$1,584.00	\$53.00	\$1,272.00
1	EA	Construction Entrance	\$3,972.00	\$3,972.00	\$4,600.00	\$4,600.00
50,000	SF	Grassing - Hydroseed	\$0.10	\$5,000.00	\$0.10	\$5,000.00
15,000	SF	Grassing Sod	\$1.50	\$22,500.00	\$1.00	\$15,000.00
LS	JOB	Baffles	\$1,384.00	\$1,384.00	\$1,000.00	\$1,000.00
EA	1.00	4" Skimmer	\$2,743.00	\$2,743.00	\$6,800.00	\$6,800.00
LS	JOB	Rock Check Dam	\$7,987.00	\$7,987.00	\$6,000.00	\$6,000.00
LS	JOB	Rock Sediment Dike / Forebay	\$2,163.50	\$2,163.50	\$6,000.00	\$6,000.00
LS	JOB	Matting Blanket	\$8,052.00	\$8,052.00	\$6,000.00	\$6,000.00
LS	JOB	Floating Sediment Barrier	\$22,367.00	\$22,367.00	\$14,000.00	\$14,000.00
Subtotal			<b>\$89,834.50</b>		<b>\$78,272.00</b>	
<b>PAVING</b>						
6,122	SY	6" Base Course - Standard Duty	\$10.00	\$61,220.00	\$12.00	\$73,464.00
5,400	SY	8" Base Course - Heavy Duty	\$13.50	\$72,900.00	\$14.00	\$75,600.00
11,522	SY	Prime Coat	\$3.25	\$37,446.50	\$4.00	\$46,088.00
6,122	SY	3" Intermediate HD Asphalt Pavement	\$16.50	\$101,013.00	\$19.00	\$116,318.00
6,122	SY	Tack Coat	\$0.40	\$2,448.80	\$0.40	\$2,448.80
11,522	SY	2" Surface Asphalt Pavement	\$11.00	\$126,742.00	\$13.00	\$149,786.00
3,400	LF	Curb and Gutter	\$21.50	\$73,100.00	\$23.00	\$78,200.00
2	EA	Concrete Flume	\$783.00	\$1,566.00	\$1,500.00	\$3,000.00
4,200	SF	Concrete Sidewalk	\$5.50	\$23,100.00	\$12.00	\$50,400.00
1,850	SF	Rock Path	\$10.50	\$19,425.00	\$5.00	\$9,250.00
LS	JOB	Signage	\$1,118.50	\$1,118.50	\$4,000.00	\$4,000.00
LS	JOB	Striping	\$5,592.00	\$5,592.00	\$6,000.00	\$6,000.00
2	EA	Handicap Ramps	\$2,586.00	\$5,172.00	\$3,000.00	\$6,000.00
Subtotal			<b>\$530,843.80</b>		<b>\$620,554.80</b>	
<b>STORM DRAINAGE</b>						
143	LF	15" RCP Storm Pipe	\$55.00	\$7,865.00	\$35.00	\$5,005.00
406	LF	18" RCP Storm Pipe	\$55.00	\$22,330.00	\$38.00	\$15,428.00
2	EA	18" Flared End Section	\$2,009.00	\$4,018.00	\$1,000.00	\$2,000.00
4	EA	Curb Inlet	\$5,130.50	\$20,522.00	\$3,500.00	\$14,000.00
1	EA	Control Structure	\$8,268.00	\$8,268.00	\$4,600.00	\$4,600.00
1	EA	Rip-Rap Emergency Outfall	\$975.00	\$975.00	\$3,000.00	\$3,000.00
Subtotal			<b>\$63,978.00</b>		<b>\$44,033.00</b>	
<b>Miscellaneous Structures</b>						
LS	JOB	South Concrete Stairs with Handrail	\$9,068.50	\$9,068.50	\$16,000.00	\$16,000.00
LS	JOB	North Concrete Stairs with Handrail	\$17,578.00	\$17,578.00	\$16,000.00	\$16,000.00
200	If	4" Conduit	\$42.50	\$8,500.00	\$5.00	\$1,000.00
Subtotal			<b>\$35,146.50</b>		<b>\$33,000.00</b>	
<b>Total Site Work (not including Mob &amp; GC)</b>			<b>\$1,106,639.80</b>		<b>\$1,030,859.80</b>	

Bidders			Barnett Southern Corporation, Inc.		The Belk Company, LLC.	
Location			Washington, GA		Anderson, SC	
Quantity	Units	Description	Unit Price	Extended Price	Unit Price	Extended Price
<b>Boat Ramp - Push Slab</b>						
LS	JOB	Concrete Boat Ramp	\$809,292.50	\$809,292.50	Push Slab	\$200,000.00
Subtotal			<b>\$809,292.50</b>		<b>\$200,000.00</b>	
<b>East Boat Ramp Dock</b>						
1	EA	Boat Ramp East Floating Dock	\$129,161.00	\$129,161.00	\$105,000.00	\$105,000.00
200	LF	Pre-Drilling for Pile Installation (Assume 40 LF / Pile)	\$104.00	\$20,800.00	\$900.00	\$180,000.00
340	Lf	12" - Steel Pile	\$211.50	\$71,910.00	\$102.12	\$34,720.80
Subtotal			<b>\$221,871.00</b>		<b>\$319,720.80</b>	
<b>West Boat Ramp Dock</b>						
1	EA	Boat Ramp West Floating Dock/Piles	\$129,036.00	\$129,036.00	\$105,000.00	\$105,000.00
200	LF	Pre-Drilling for Pile Installation (Assume 40 LF / Pile)	\$104.00	\$20,800.00	\$900.00	\$180,000.00
340	LF	12" - Steel Pile	\$211.50	\$71,910.00	\$102.12	\$34,720.80
Subtotal			<b>\$221,746.00</b>		<b>\$319,720.80</b>	
<b>Fishing Dock</b>						
1	EA	Floating Fishing Dock w/ 80' Gangway	\$131,418.50	\$131,418.50	\$87,000.00	\$87,000.00
160	LF	Pre-Drilling for Pile Installation (Assume 40 LF / Pile)	\$104.00	\$16,640.00	\$900.00	\$144,000.00
272	LF	12" - Steel Pile	\$211.50	\$57,528.00	\$102.12	\$27,776.64
Subtotal			<b>\$205,586.50</b>		<b>\$258,776.64</b>	
<b>Kayak Dock</b>						
1	EA	Floating Kyak Dock w/ 80' Gangway	\$131,418.50	\$131,418.50	\$133,000.00	\$133,000.00
160	LF	Pre-Drilling for Pile Installation (Assume 40 LF / Pile)	\$104.00	\$16,640.00	\$900.00	\$144,000.00
272	LF	12" - Steel Pile	\$211.50	\$57,528.00	\$102.12	\$27,776.64
Subtotal			<b>\$205,586.50</b>		<b>\$304,776.64</b>	
<b>Total Lake Work (not including Mob &amp; GC)</b>				<b>\$1,664,082.50</b>		<b>\$1,402,994.88</b>
<b>Project Grand Total</b>				<b>\$3,165,446.80</b>		<b>\$3,063,854.68</b>
Mobilization & GC				\$394,724.50		\$630,000.00
Total for Site Work				\$1,106,639.80		\$1,030,859.80
Total for Lake Work				\$1,664,082.50		\$1,402,994.88
<b>Grand Totals</b>				<b>\$3,165,446.80</b>		<b>\$3,063,854.68</b>

<b>ALTERNATES</b>						
CY	Remove and Replace Unsuitable Material	\$	70.00	Add	\$12.00	Add
CY	Off-Site Borrow	\$	50.00	Add	\$14.00	Add



501 RIVER STREET, SUITE 200  
GREENVILLE, SC 29601 | 864.412.2222  
WWW.THOMASANDHUTTON.COM

November 16, 2021

Ms. Tronda Popham, CPPB  
Oconee County Procurement Director  
415 South Pine Street  
Walhalla, SC 29691

Re: Bid of October 19, 2021 at 2:00pm  
Seneca Creek Boat Ramp  
Recommendation for Award  
Oconee Bid No. 21-09

Dear Tronda:

Two (2) bids were received for the above referenced project on October 19, 2021. An abstract of the bids is attached.

We offer the following comments on the bids received:

1. All bidders submitted the required Bid Bond for the project.
2. All bidders acknowledged receipt of the three (3) addenda issued.
3. The apparent low bidder based on Total Base Bid is The Belk Company, LLC.
6. The bids are subject to acceptance for sixty (60) days from the bid date.

Based on our review, we believe the lowest responsive bidder is The Belk Company, LLC and we recommend the project be awarded based on available funding for the estimated bid quantities in the amount of \$3,063,854.68.

We understand the County intends to proceed with the Alternate Bid Item for a push slab method of construction for the concrete ramp. It is also our understanding the County desires to meet with the Contractor to discuss other alternatives for project cost savings.

At your direction, we will prepare notice of award and contract documents for execution by Oconee County. We will then schedule a corresponding pre-construction conference to discuss cost savings opportunities and execute contracts at the appropriate time. If there are any questions, please do not hesitate to contact us.

Sincerely,  
**THOMAS & HUTTON**

A handwritten signature in blue ink, appearing to read 'Jeffrey L. Halliburton', written over a blue ink stamp of the signature.

Jeffrey L. Halliburton, P.E.  
Principal

Encl: Bid Abstract



# SOLID WASTE - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: December 7, 2021

## ITEM TITLE:

Title: Long Term Rental of 40 Ton Articulating Dump Truck for Hauling Cover Soil for Monthly Landfill Cover and Sediment Pond Construction and Maintenance for SC DHEC Compliance Department(s): Solid Waste Amount: \$200,000

## FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2020-2021 budget process.  
Budget: \$ 200,000 Project Cost: \$200,000 Balance: \$ 0.00

Finance Approval:

*Lactate Price*

## BACKGROUND DESCRIPTION:

Over the last two years, there has been a 50 percent increase in the tonnage at the landfill due to extreme growth and the tornado of 2020. This requires more soil to adequately provide the monthly DHEC requirement of 6 inches of soil over the entire working face which can range from 1-2 acres in size. Over the past 2 years, the Solid Waste Department has borrowed an older articulated dump truck (ADT) from the Rock Quarry when not in use or the Road Department has sent a crew with 2-3 standard dump trucks. However, these efforts are not dependable due to the needs and duties of their departments. ADT's have been rented twice to catch back up in landfill covering. Nearly 100 ADT loads of soil are required each month which is equivalent to 200-250 standard dump truck loads. The ADT can work in unfavorable conditions, can go onto the landfill face, and cuts the covering time in half which gets staff back to their normal duties. Over the last several months, the landfill has not been able to complete the covering on time due to Quarry's truck being down for repair or their need for it, Road Department crews working on other projects or normal duties, and the lack of trucks available for rent. \$200,000 was allocated for the purchase of a used ADT in the capital replacement plan but there has been very few available that are in good condition or have low hours.

A formal solicit for quote for a ADT rental was sent out on 11/3/21 and due back by 11/16/21. Four companies responded, but only one company had a truck available. Linder Industrial Machinery quoted a 2019 Komatsu HM400 (40 ton) truck with 2,929 hours and is currently under rent by Oconee County. The first month rent is for \$17,692 (rental, taxes, environmental and delivery fees included). Each additional month rental will be \$16,048 (base rental, taxes, and environmental fees included) with a percentage of the base rental fee coming off the purchase price of \$316,900. The buy it now price after 6 months will be \$252,809 (taxes and fees included) and the buy it now price after 12 months will be \$171,873 (taxes and fees included), which reflect the reduction of the rental fees. This ADT is still under the original factory warranty and an extended warranty can be purchased for approximately \$9,000-\$12,000. The original purchase price of the 2019 HM400 was \$540,000 and a current new price of a 2022 HM400 is \$663,000 based on Sourcewell contract pricing.

## SPECIAL CONSIDERATIONS OR CONCERNS:

1. Oconee County Solid Waste is required to cover the landfill every 30 days per state regulations and is currently under SC DHEC enforcement action.

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

**ATTACHMENT(S):**

1. Requisition with rental quote breakdown.
2. Future purchase prices.
3. Pictures and specs.

**STAFF RECOMMENDATION:**

It is the staff's recommendation that Council:

1. Authorize the County Administrator to sign/execute rental of Articulated Dump Truck to Linder Industrial Machinery of Greer for estimated 12 months.
2. Authorize the County Administrator to transfer \$200,000 from the FY22 Capital Equipment Fund to FY22 Solid Waste Rental line item to continue renting the Komatsu HM400 Articulated Dump Truck with the potential to purchase at the end of the rental agreement.

Submitted or Prepared by:   
Swain Still, Solid Waste Director

Approved for Submittal to Council:   
Amanda F. Brock, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

Sections 1, 2 (if applicable) & 3 (if applicable) are to be filled out entirely prior to submitting the requisition to the Procurement Office. Requisitions received without complete information will be returned to the initiating dept for completion.

**SECTION 1: GENERAL INFORMATION & DEPT HEAD SIGNATURE**  
(to be filled out & signed by initiating dept)

DATE: 11/19/2020 INITIATING DEPT: Solid Waste

BUDGET CODE: 010-718-30037-00000

AMOUNT APPROVED IN BUDGET CODE(S) ABOVE FOR THIS PURCHASE: \$

Note: You must fill in this section if using any budget code other than operational, small capital, maint on equipment, buildings & grounds.

If your department has purchased this item(s) previously, fill in the previous PO #: 51960

DELIVERY INSTRUCTIONS:

Low bidder's vendor #: 13005

BY SIGNING BELOW, I CERTIFY THE FOLLOWING:

The items listed below are needed by this department for the sole use & benefit of Oconee County and have been approved in my budget.

*Tyler T Halbert*  
11-19-21  
DEPARTMENT HEAD SIGNATURE (or approved designee)

**SECTION 2: OTHER REQUIRED SIGNATURES**

IT Dept, Engineer, Communications, etc., as to technical content

Funds Certification by the Finance Office

**SECTION 3: GRANTS USE ONLY**

NAME OF GRANT:

DEADLINE TO SPEND FUNDS:

Note: You must fill in this section if using grant funds or any other funds that have a deadline for issuing a PO.

Are there any special bidding requirements? yes \_\_\_ no \_\_\_ Grants Administrator

BIDDER #1	BIDDER #2	BIDDER #3
Linder Machinery	NE Dealers	Blanchard
Tyler T Halbert	Mark Zegilla	Ron Hunter
864-516-5671	866-629-3784	864-963-3645
	803-315-8558	
Delivery Time		
Notes		

QTY.	Unit of Measure	Description	Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL
1	MONTH	Rental on an articulated dump truck (HM400-5) for hauling dirt to cover the landfill required by DHEC	15,140.00	15,140.00	10,058.00	10,058.00	14,065.90	14,065.90
					3-4 months			4 weeks out
					Before Available			if available
		Obtained a 4th quote from Ascendum Machinery, but no trucks were available						
					30 Ton			30 Ton
		Subtotal		15,140.00		10,058.00		14,065.90
		Subtotal from all continuation pages (if applicable)						
		Freight (if applicable)		1,550.00				
		Sales Tax (6%)		1,001.40		603.48		
		<b>GRAND TOTAL</b>		<b>17,691.40</b>		<b>10,661.48</b>		<b>14,065.90</b>

**PROCUREMENT OFFICE USE ONLY:**

PO Issued To:

Req #: PO #:

Ordering Instructions: FAX MAIL DEPT E-MAIL: tyler.halbert@linder.com

Copy of PO to:

**Maureen Whitman**

---

**From:** Swain Still  
**Sent:** Friday, November 19, 2021 1:16 PM  
**To:** Maureen Whitman  
**Subject:** Fwd: Articulated Dump Truck (ADT) and Tamassee Center proceedings

FYI

**Swain Still**  
**Director**  
**Oconee County Solid Waste & Recycling**  
15028 Wells Hwy.  
Seneca, SC 29678  
(O) 864-888-1440  
(F) 864-888-1444

**CONFIDENTIALITY NOTICE:** All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA).

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.

Begin forwarded message:

**From:** Amanda Brock <[abrock@oconeesc.com](mailto:abrock@oconeesc.com)>  
**Date:** November 17, 2021 at 9:05:30 AM EST  
**To:** Swain Still <[ssill@oconeesc.com](mailto:ssill@oconeesc.com)>  
**Cc:** Amy Walters <[awalters@oconeesc.com](mailto:awalters@oconeesc.com)>  
**Subject:** RE: Articulated Dump Truck (ADT) and Tamassee Center proceedings

All correct~  
ONWARD!

Amanda F. Brock  
Administrator  
Oconee County  
415 S. Pine St. / Walhalla / SC  
29691  
864.638.4245  
[abrock@oconeesc.com](mailto:abrock@oconeesc.com)

**CONFIDENTIALITY NOTICE:** All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA).

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.

**From:** Swain Still  
**Sent:** Wednesday, November 17, 2021 9:04 AM  
**To:** Amanda Brock <abrock@oconeesc.com>  
**Cc:** Amy Walters <awalters@oconeesc.com>  
**Subject:** Articulated Dump Truck (ADT) and Tamassee Center proceedings

Good Morning!

I just wanted to affirm info from our meeting yesterday on the ADT and the Tamassee Center.

1. After receiving quotes yesterday, here is what we received.
  - a. Linder Equipment quoted a 2019 Komatsu HM400 (40 ton capacity) that is currently available and is being held til next week. It has 2,924 hours. Quote price to purchase is \$316,000 or \$16,049 (taxes and fees included) to rent per month. Nearly 100% of base rental price would be counted toward purchase price.
  - b. Maye Heavy Equipment quoted a Bell 30E (30 ton capacity). Did not specify year or hours. Purchase price was not given but a rental price of \$10,545 per month including taxes and fees. They are 90-120 days out before they will have a truck available to rent due to a waiting list.
  - c. Blanchard CAT quoted a 2018 730 (30 ton capacity) with 3,296 hours. Purchase price is quoted as \$283,000 and a rental rate of \$14,065.90 (taxes and fees included). The truck is currently not available and the earliest it would be available would be 3-4 weeks, but current renter could extend rental. Nearly 100% of base rental price would be counted toward purchase price.
  - d. Ascendum did not bid due to not having any inventory and are 2-3 months out.
  - e. Per our conversation yesterday, we can rent the Komatsu HM400 for one month at \$16,049 with funds being transferred from Administrator Contingency due to the availability of the truck and the need to cover landfill and build large sediment basin at transfer station to comply with SC DHEC enforcement. Also to provide data to see if council will allow \$200,000 from Capital Equipment to be transferred to rental and rent for the next 13 months.
2. Tamassee Center
  - a. Update data from 2016 study to see how it would affect the Salem and Ebenezer centers today.
  - b. I have sent a request to Lisa Simmering in GIS to update the previous info.

Please advise if this is correct and to proceed.

Thank you,

**Swain Still**  
**Director**  
**Oconee County Solid Waste & Recycling**

15028 Wells Hwy.  
Seneca, SC 29678  
(O) 864-888-1440  
(F) 864-888-1444  
[www.facebook.com/ocswr](http://www.facebook.com/ocswr)

**CONFIDENTIALITY NOTICE:** All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA).

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.

## Swain Still

---

**From:** Tyler T. Halbert <Tyler.Halbert@linder.com>  
**Sent:** Friday, November 19, 2021 12:22 PM  
**To:** Swain Still  
**Subject:** updated Truck Info

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.

Swain,

Here is what a 1 month RR would look like on the truck.

Sales price is \$316,500 delivered to landfill.

Rental Rate is \$15,140

Freight is \$1,550 delivered (assuming County returns if not purchased)

Oconee 6% Tax- \$1,001.4

Total amount due for first month- \$17,691.4

\$16,048 each month thereafter

**In response to the Coronavirus COVID-19, Linder is taking all appropriate measures to ensure the safety of its employees, customers and suppliers. We are open for business and ready to support you.**

*Linder Machinery*

## Swain Still

---

**From:** Keith Gilliland <keith.gilliland@ascendummachinery.com>  
**Sent:** Monday, November 15, 2021 1:37 PM  
**To:** Swain Still  
**Cc:** Amy Walters  
**Subject:** RE: ADT rental quote and purchase option

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.

Swain,

As we spoke about last week we currently don't have any used or new artic haulers sitting at this moment.

Best regards,

**Keith Gilliland**  
Account Manager

**ASCENDUM**



**Ascendum Machinery, Inc.**  
407 Oak Rd  
Piedmont SC 29673

keith.gilliland@ascendummachinery.com

[www.ascendummachinery.com](http://www.ascendummachinery.com)

T. 864-525-9590

---

**VOLVO**

**SENEBOGEN**

**BERGMANN**  
AMERICA



**DOOSAN**

**LeeBoy**

**SANDVIK**

**GRABER**

Please consider the environment before printing

**DISCLAIMER:** This message, as well as any attachments to it, may contain confidential information for exclusive use of the intended recipient. It is the responsibility of the sender to verify the existence of the recipient and to ensure that the information transmitted could not have been intercepted or in any way intended recipient. You should not distribute or copy this message, and you should destroy it and inform the originator of it. It is strictly prohibited any other form of unauthorized dissemination of this message (sentent).

**From:** Swain Still <sstill@oconeesc.com>  
**Sent:** Wednesday, November 3, 2021 8:17 AM  
**To:** Keith Gilliland <keith.gilliland@ascendummachinery.com>  
**Cc:** Amy Walters <awalters@oconeesc.com>  
**Subject:** ADT rental quote and purchase option

Keith,



Oconee County Solid Waste is requesting a quote for the rental of a ADT with the potential of purchasing at the end of the rental period. Attached is the request for quote along with the minimum specs. If you have multiple options, i.e. 30 ton and 40 ton truck, please feel free to quote as many options as you would like. Quotes are due by November 16<sup>th</sup> at 1:00PM.

If you have any questions, please feel free to contact me.

Thanks,

**Swain Still**  
**Director**  
**Oconee County Solid Waste & Recycling**  
15028 Wells Hwy.  
Seneca, SC 29678  
(O) 864-888-1440  
(F) 864-888-1444  
[www.facebook.com/ocswr](http://www.facebook.com/ocswr)

**CONFIDENTIALITY NOTICE:** All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA).

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.

## Swain Still

---

**From:** Mark Zegilla <mzegilla@nedealers.com>  
**Sent:** Tuesday, November 16, 2021 4:35 PM  
**To:** Swain Still  
**Cc:** R. Scott Woody; Richie Ambrose; Phillip Hilton  
**Subject:** ADT RENTAL QUOTE  
**Attachments:** Oconee Co. Request for Quote- Articulated Truck.pdf

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.

Swain,

Please see attached quote for an Articulated Dump Truck that You requested. I regret to inform you that at this time ADT's are 90 to 120 days out just for rentals. I have you on the schedule and will be checking back in with you and if anything changes I will let you know, if you don't mind please let me know should you find one elsewhere.

Thank You,

### **Mark Zegilla**

National Equipment Dealers, LLC

Municipal Sales/

Solid Waste Specialist - SC

Cell: (803)315-8558

Main: (866)629-3784

Email: [mzegilla@nedealers.com](mailto:mzegilla@nedealers.com)

Facebook | Instagram | LinkedIn | YouTube | TikTok



#### **OUR LEGACY COMPANIES**

Four Seasons Equipment, MAY-RHI,  
Earthmovers Construction Equipment,  
Richardson Services 1991, Inc.

**OCONEE COUNTY SOLID WASTE**  
**15028 WELLS HWY, SENECA, SC 29678 Phone: 864-888-1440**

**REQUEST FOR QUOTATION**

TO:

**THIS IS NOT AN ORDER**

**RETURN QUOTE TO:**  
**Name: SWAIN STILL**  
**EMAIL: sstill@oconeesc.com**

**RFQ DATE: 11-3-2021**

- Please quote on this sheet in the spaces provided below.
- Vendors must state their delivery after receipt of order.
- Base quote on terms & conditions shown.
- Quote shall be valid for 30 days.
- Prices shall include all freight charges to destination and complete assembly/installation where applicable.

Do not proceed with anything on this request until you receive notification from the Oconee County Procurement Office and until a purchase order is issued.

**ALL BLANKS BELOW TO BE FILLED IN BY THE QUOTING VENDOR**

Name of Company: National Equipment Dealers Quotation Date:11-03-21 Quotation #:OCAT

Authorized Signature: Richie Ambrose Print Signature: Richie Ambrose

Phone #: 803-917-2223 Fax #: \_\_\_\_\_

<b>Return Quote By:</b>	<b>Deliver To:</b>	<b>Terms:</b>	<b>FOB:</b>
11-16-21 1:00PM	sstill@oconeesc.com	Net 30	Destination, Freight Prepaid

Qty	Description <small>(please provide your part numbers and/or manufacturer's part numbers where applicable)</small>	Unit Price	Total Price
1	Bell 30E Month 1 with Delivery and Return Freight plus SC Rental Surcharge and Environmental fee	\$10,058.00	Month 1 with Tax \$10,545.50
	5% Sale Tax for Month 1	\$487.50	
1	Bell 30E Articulated Truck Month 2 through up to 6 Months with Rental (\$8,800) SC Rental Surcharge (220) and Env Fee (88)	\$9,108.00	Month 2 & 3 With Tax \$19,096.00 Month 4-6 with Tax \$28,644.00
	5% Sale Tax for Month 2-6	\$440.00	
	<b>SALES TAX (5%):</b>		

STATE YOUR DELIVERY DATE AFTER RECEIPT OF A PURCHASE ORDER: <u>Within 15 days</u>	GRAND TOTAL:	
	For 6 Months	\$58,285.50

NOTE: QUOTES ARE DUE BACK IN THIS OFFICE BY THE DEADLINE STATED ABOVE.

### MINIMUM SPECIFICATIONS

Oconee County is seeking quotations from qualified vendors for ARTICULATED DUMP TRUCK. The following minimum specifications shall apply.

1. The Oconee County Solid Waste Department is looking to rent an Articulated Dump Truck for a minimum of 3 months to a maximum of 6 months. The truck should have a minimum capacity of 30 tons to a maximum of 45 tons hauling capacity. Hour range should be between 1,000 - 5,000 hours. Please list all fees that would apply such as delivery, pickup, insurance, environmental, etc. Provide when truck will be available to rent.
2. If you have multiple options, i.e. 30 ton and 40 ton truck, please feel free to quote as many options as you would like.
3. Provide an option to purchase once rental is complete. Also, provide warranty details if applicable.

**Customer** Oconee County  
**Date** 11/16/2021  
**Contact** Swain Still



Price Quote is good for 45 days from today's date\*\*

Equipment	Month	REP 16%*	Pick up	Delivery	Enviro Fee	Tax 6%	RSC 2.5%****	Total
Cat 730 Articulated Trk-Month 1	\$11,000.00	\$1,760.00		\$250.00	\$0.00	\$780.90	\$275.00	\$14,065.90
Cat 730 Articulated Trk-Month 2	\$11,000.00	\$1,760.00			\$0.00	\$765.60	\$275.00	\$13,800.60
Cat 730 Articulated Trk-Month 3	\$11,000.00	\$1,760.00	\$250.00		\$0.00	\$780.60	\$275.00	\$14,065.60

\*REP is mandatory if customer does not carry insurance.

\*\*Blanchard Caterpillar reserves the right to void, change, or alter any quote without notice

\*\*\*Based on 8 hours a day, 40 hours a week, and 160 hours a month

Ron Hunter

O-864-963-3645

## Swain Still

---

**From:** Tyler T. Halbert <Tyler.Halbert@linder.com>  
**Sent:** Tuesday, November 30, 2021 3:56 PM  
**To:** Swain Still  
**Cc:** Katie Brown  
**Subject:** 2019 HM400-5 Komatsu Truck Proposal  
**Attachments:** 1-6 payoff.xls; 6-12 month Payoff.xls; 20170228\_epg\_komatsu\_mps\_us\_en\_web.pdf

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.

Swain,

Here is Rental Purchase Break Down from 1-6 months and 6-12 months. The interest for the first 6 months is 0.75% on the declining balance of the truck. The interest jumps to 1.5% from 6-12.

The sale price to Oconee as it sits now is \$316,500.

A 2yr/2,000HR Power Train Warranty is \$8,500 is purchased now (2930 hrs)

A 2YR/2,000HR Powertrain Warranty is \$11,900 if purchased with 4,000hrs

I have attached a warranty coverage matrix .

A new 2022 HM300-5 is \$472,000 with a 5YR/10,000hr full machine warranty (price is based on sourcewell contract)

A new 2022 HM400-5 is \$663,000 with a 5YR/10,000hr full machine warranty (price is based on sourcewell contract)

**In response to the Coronavirus COVID-19, Linder is taking all appropriate measures to ensure the safety of its employees, customers and suppliers. We are open for business and ready to support you.**

**LINDER INDUSTRIAL MACHINERY**  
Rental Payoff Calculation

<b>Customer</b>	<b>OCONEE SOLID WASTE</b>	<b>Principal</b>	<b>\$316,500</b>
<b>Equipment</b>	<b>45754</b>	<b>Tax</b>	<b>7.00%</b>
<b>Serial No</b>	<b>11327</b>	<b>Int Rate</b>	<b>7.50% ((.75%)</b>
<b>RTC #</b>	<b>TBD</b>	<b>Monthly Pmt</b>	<b>\$15,140</b>

Pmt No	Pmt From	Pmt To	Pmt	No of Days	Interest	Prin Pmt	BALANCE
							316,500.07
1	22-Nov-21	21-Dec-21	15,140.00	29	1,912.19	13,227.81	303,272.26
2	22-Dec-21	21-Jan-22	15,140.00	30	1,895.45	13,244.55	290,027.71
3	22-Jan-22	21-Feb-22	15,140.00	30	1,812.67	13,327.33	276,700.38
4	22-Feb-22	21-Mar-22	15,140.00	27	1,556.44	13,583.56	263,116.82
5	22-Mar-22	21-Apr-22	15,140.00	30	1,644.48	13,495.52	249,621.30
6	22-Apr-22	21-May-22	15,140.00	29	1,508.13	13,631.87	235,989.43
7	22-May-22		0.00	0	0.00	0.00	235,989.43
8	00-Jan-00		0.00	0	0.00	0.00	235,989.43
9	00-Jan-00		0.00	0	0.00	0.00	235,989.43
10	00-Jan-00		0.00	0	0.00	0.00	235,989.43
11	00-Jan-00		0.00	0	0.00	0.00	235,989.43
12	00-Jan-00		0.00	0	0.00	0.00	235,989.43
13	00-Jan-00		0.00	0	0.00	0.00	235,989.43
14	00-Jan-00		0.00	0	0.00	0.00	235,989.43
15	00-Jan-00		0.00	0	0.00	0.00	235,989.43
16	00-Jan-00		0.00	0	0.00	0.00	235,989.43
17	00-Jan-00		0.00	0	0.00	0.00	235,989.43
18	00-Jan-00		0.00	0	0.00	0.00	235,989.43
19	00-Jan-00		0.00	0	0.00	0.00	235,989.43
20	00-Jan-00		0.00	0	0.00	0.00	235,989.43
21	00-Jan-00		0.00	0	0.00	0.00	235,989.43
22	00-Jan-00		0.00	0	0.00	0.00	235,989.43
23	00-Jan-00		0.00	0	0.00	0.00	235,989.43
24	00-Jan-00		0.00	0	0.00	0.00	235,989.43
25	00-Jan-00		0.00	0	0.00	0.00	235,989.43
26	00-Jan-00		0.00	0	0.00	0.00	235,989.43
27	00-Jan-00		0.00	0	0.00	0.00	235,989.43
28	00-Jan-00		0.00	0	0.00	0.00	235,989.43
29	00-Jan-00		0.00	0	0.00	0.00	235,989.43
30	00-Jan-00		0.00	0	0.00	0.00	235,989.43
31	00-Jan-00		0.00	0	0.00	0.00	235,989.43
32	00-Jan-00		0.00	0	0.00	0.00	235,989.43
			----- 90,840.00		----- 10,329.36		

PAYOFF WORKSHEET FOR RTC # TBD

Customer: **OCONEE SOLID WASTE** Equipment: **45754**  
Serial No: **11327**

Sales Price	\$316,500.00
Freight	\$0.00
Total Sales Price	\$316,500.00
Less Rentals	\$90,840.00
Balance	\$225,660.00
Finance Charge	\$10,329.36
Repairs	\$0.00
Balance	\$235,989.36
Trade In	\$0.00
Balance	\$235,989.36
Tax	\$16,519.26
UCC Filing Fee	\$300.00
<b>Total Payoff</b>	<b>\$252,808.62</b>

GOOD THRU: **05/21/22**

CONTRACT DATA

Orig Sales Price	316,500.00
Taxes	16,519.26
Cash Sales Price	333,019.26
Net Rentals Paid	80,510.64
Net Trade In	0.00
Total Down Payment	80,510.64
Unpaid Cash Balance	252,508.62
Subsidy	0.00
UCC Filing Fee	300.00
Amount To Finance	252,808.62

UNPAID INVOICES TO BE PAID  
(INCLUDED IN THE ABOVE CALCULATION)

Date	Invoice #	Amount
------	-----------	--------

--	--	--

UNPAID INVOICES TO BE CANCELLED

Date	Invoice #	Amount
------	-----------	--------

--	--	--

Finance Quotation:

Term of Contract  
Interest Rate  
Payment Amount **#NUM!**

Prepared by: **DANA TITUS**

Date: **12/01/21**



**LINDER INDUSTRIAL MACHINERY**

Rental Payoff Calculation

<b>Customer</b>	<b>OCONEE SOLID WASTE</b>	<b>Principal</b>	<b>\$235,989</b>
<b>Equipment</b>	<b>45754</b>	<b>Tax</b>	<b>7.00%</b>
<b>Serial No</b>	<b>11327</b>	<b>Int Rate</b>	<b>15.00% ((1.5%))</b>
<b>RTC #</b>	<b>TBD</b>	<b>Monthly Pmt</b>	<b>\$15,140</b>

Pmt No	Pmt From	Pmt To	Pmt	No of Days	Interest	Prin Pmt	BALANCE
							235,989.50
1	22-May-22	21-Jun-22	15,140.00	30	2,949.87	12,190.13	223,799.37
2	22-Jun-22	21-Jul-22	15,140.00	29	2,704.24	12,435.76	211,363.61
3	22-Jul-22	21-Aug-22	15,140.00	30	2,642.05	12,497.95	198,865.66
4	22-Aug-22	21-Sep-22	15,140.00	30	2,485.82	12,654.18	186,211.48
5	22-Sep-22	21-Oct-22	15,140.00	29	2,250.06	12,889.94	173,321.54
6	22-Oct-22	21-Nov-22	15,140.00	30	2,166.52	12,973.48	160,348.06
7				0	0.00	0.00	160,348.06
8				0	0.00	0.00	160,348.06
9				0	0.00	0.00	160,348.06
10				0	0.00	0.00	160,348.06
11				0	0.00	0.00	160,348.06
12				0	0.00	0.00	160,348.06
13	00-Jan-00		0.00	0	0.00	0.00	160,348.06
14	00-Jan-00		0.00	0	0.00	0.00	160,348.06
15	00-Jan-00		0.00	0	0.00	0.00	160,348.06
16	00-Jan-00		0.00	0	0.00	0.00	160,348.06
17	00-Jan-00		0.00	0	0.00	0.00	160,348.06
18	00-Jan-00		0.00	0	0.00	0.00	160,348.06
19	00-Jan-00		0.00	0	0.00	0.00	160,348.06
20	00-Jan-00		0.00	0	0.00	0.00	160,348.06
21	00-Jan-00		0.00	0	0.00	0.00	160,348.06
22	00-Jan-00		0.00	0	0.00	0.00	160,348.06
23	00-Jan-00		0.00	0	0.00	0.00	160,348.06
24	00-Jan-00		0.00	0	0.00	0.00	160,348.06
25	00-Jan-00		0.00	0	0.00	0.00	160,348.06
26	00-Jan-00		0.00	0	0.00	0.00	160,348.06
27	00-Jan-00		0.00	0	0.00	0.00	160,348.06
28	00-Jan-00		0.00	0	0.00	0.00	160,348.06
29	00-Jan-00		0.00	0	0.00	0.00	160,348.06
30	00-Jan-00		0.00	0	0.00	0.00	160,348.06
31	00-Jan-00		0.00	0	0.00	0.00	160,348.06
32	00-Jan-00		0.00	0	0.00	0.00	160,348.06
			-----				
			90,840.00		-----		
					15,198.56		

PAYOFF WORKSHEET FOR RTC # TBD

Customer: **OCONEE SOLID WASTE** Equipment: **45754**  
 Serial No: **11327**

Sales Price	\$235,989.43
Freight	\$0.00
Total Sales Price	\$235,989.43
Less Rentals	\$90,840.00
Balance	\$145,149.43
Finance Charge	\$15,198.56
Repairs	\$0.00
Balance	\$160,347.99
Trade In	\$0.00
Balance	\$160,347.99
Tax	\$11,224.36
UCC Filing Fee	\$300.00
<b>Total Payoff</b>	<b>\$171,872.35</b>

GOOD THRU: **11/21/22**

CONTRACT DATA

Orig Sales Price	235,989.43
Taxes	11,224.36
Cash Sales Price	247,213.79
Net Rentals Paid	75,641.44
Net Trade In	0.00
Total Down Payment	75,641.44
Unpaid Cash Balance	171,572.35
Subsidy	0.00
UCC Filing Fee	300.00
Amount To Finance	171,872.35

UNPAID INVOICES TO BE PAID

(INCLUDED IN THE ABOVE CALCULATION)

Date	Invoice #	Amount
------	-----------	--------

--	--	--

UNPAID INVOICES TO BE CANCELLED

Date	Invoice #	Amount
------	-----------	--------

--	--	--

Finance Quotation:

Term of Contract  
 Interest Rate  
 Payment Amount **#NUM!**

Prepared by: **DANA TITUS**

Date: **12/01/21**

**EXTENDED SERVICE PROTECTION PLAN  
MASTER PARTS SCHEDULE  
KOMATSU CONSTRUCTION EQUIPMENT  
NEW & USED EQUIPMENT**

*This plan provides coverage for the components listed below when a failure occurs due to a defect in material or workmanship, and may provide coverage for additional components not listed when the damage is caused by or resulting from a covered failure of a listed component.*

**POWER TRAIN COVERAGE**

<p><b>ENGINE and all Internal lubricated components within</b>                  Alternator** And Starter                  Belt Tensioner**                  Damper And Vibration Damper                  Engine Assembly Internal Components                  Engine Oil Filter Mount                  Engine Wiring Harness                  Fan And Pre-Lube Pumps/Motors                  Flywheel And Flywheel Housing                  Fuel Coolers                  Fuel Filter Mounts                  Fuel Manifolds/Valves                  Fuel Transfer, Auxiliary, and Lift, Pumps                  Oil Cooler                  Power Take Off                  Senders, Solenoids, And Sensors                  Valves</p> <p><b>Engine Components Covered after Emission Warranty</b>                  EGR Valve and Cooler                  Electronic Control Modules                  Fuel Injectors**                  Injection Pumps                  Intake And Exhaust Manifolds                  Senders, Solenoids, And Sensors (used in these systems)                  Turbo Charger**</p> <p><b>Engine Cooling System</b>                  Cooling Fan, Fan Drive, And Shrouding                  Senders, Solenoids, And Sensors                  Thermostat**                  Water Pump**</p> <p><b>Braking System</b>                  Brake Oil Cooler Assemblies                  Brake Oil Cooler Fan, Pump, And Motor                  Wet Brake Assemblies</p>	<p>Transmission                  Control And PPC Valves                  Damper                  Electronic Control Module                  Hydrostatic Pumps And Motors                  Oil Coolers, Tanks, And Reservoirs                  Oil Filter Mount                  Senders, Solenoids, And Sensors                  Steering And Transfer Cases                  Torque Flow Assembly/Power Module                  Transmission And Torque Convertors</p> <p><b>Drive Line</b>                  Axles And Axle Housings                  Axle Mounting And Oscillation                  Differentials And Final Drive                  Drive Shaft/Axle Shaft And Universal Joints                  Valves</p> <p><b>Steering - (Track Machines Only)</b>                  Steering Box                  Steering Clutch                  Steering Clutch &amp; Brake Control Valve                  Steering Oil Cooler                  Steering Pump And Emergency Steering Pump                  Steering Valves</p> <p><b>Hybrid Systems</b>                  Capacitor/Inverter                  Generator/Motor                  Hybrid Controller                  Lubrication Pump                  Radiator                  Swing Motor                  Water Pump                  Wiring Harnesses</p>
---	--

*This plan excludes coverage for any failure to any component caused by or resulting from the failure of a component not listed as a covered component, including any resulting damage to a listed component. See the Terms and Conditions document for complete plan details.*

**POWERTRAIN PLUS COVERAGE**

All components listed under Powertrain Coverage, plus:	
<p><b>Engine</b>                  Remote Make-Up Oil Tanks                  Remote Mounted Oil Filtration System</p> <p><b>Steering</b>                  Steering Clutch                  Steering Clutch &amp; Brake Control Valve                  Steering Pump And Emergency Steering Pump                  Steering Oil Cooler                  Steering Valves                  Steering Box</p>	<p><b>Hydraulic Systems</b>                  Electronic Control Modules                  Hydraulic Accumulators                  Hydraulic Cylinders                  Hydraulic Oil Coolers And Cooling Fans                  Hydraulic Oil Filter Assembly                  Hydraulic Tanks                  Hydraulic Valve &amp; Controls                  Non-Propulsion Hydraulic Pumps &amp; Motors                  Pipes, Tubes, Clamps, Valves And Hoses*                  Senders, Solenoids, And Sensors                  Swing Motor                  Swivels (Rotary Manifolds)</p>

*This plan excludes coverage for any failure to any component caused by or resulting from the failure of a component not listed as a covered component, including any resulting damage to a listed component. See the Terms and Conditions document for complete plan details.*

\* indicates coverage for 24months /4000 hours  
 \*\* indicates coverage throughout the first 5000 hours

<b>EXTENDED SERVICE PROTECTION PLAN MASTER PARTS SCHEDULE KOMATSU CONSTRUCTION EQUIPMENT NEW &amp; USED EQUIPMENT</b>	
<i>This plan provides coverage for the components listed below when a failure occurs due to a defect in material or workmanship, and may provide coverage for additional components not listed when the damage is caused by or resulting from a covered failure of a listed component.</i>	
<b>PREMIER COVERAGE</b>	
All components listed under Powertrain Plus Coverage, plus:	
<b>Engine</b> AC Compressor / Condenser Air Cleaner Housing & After Coolers Air Pipes, Tubes, Clamps, Hoses* Fuel Pipes, Tubes, Clamps, Hoses* Fuel Tank Assembly And Mounting Heat Shielding And Framework Mufflers Oil Related Hose Clamps & Hoses*  <b>Engine Cooling System</b> Expansion Tank Pipes, Tubes, Clamps, Valves And Hoses* Radiator  <b>Transmission</b> Pipes, Tubes, Clamps, And Hoses* Swing Gear Box  <b>Drive Line</b> Pipes, Tubes, Clamps, And Hoses* Wheel/Rim  <b>Steering</b> Pipes, Tubes, Clamps, And Hoses* Senders, Solenoids, And Sensors Steering, Linkage, Column, And Console Tie Rod  <b>Braking System</b> Accumulators Brake Caliper Brake Primary & Secondary Cylinders Brake Pump And Emergency Brake Pump Electronic Control Modules Pipes, Tubes, Clamps, Valves And Hoses* Senders, Solenoids, And Sensors Tanks & Reservoirs	<b>Suspension</b> Electronic Control Module Pipes, Tubes, Clamps, Valves, And Hoses* Senders, Solenoids, And Sensors Suspension Control Arm Assemblers Suspension Cylinders And Control Valves  <b>Electrical System</b> Air Intake Heaters And Glow Plugs Electronic Controllers Fuse / Circuit Breaker Panel & Circuit Board Gauges & Instruments Komtrax, VIMS, And PLM (Payload Meter) L.E.D. Work Lights Monitor Panels Relays & Circuit Breakers Senders, Solenoids, And Sensors Start Switch Switches Wiring Harnesses  <b>Frames, Structural, &amp; Linkages</b> Bell Crank And Z Bar On Wheel Loaders Boom/Arm Car Body Motor Grader Circle Steel Frame (Front, Rear, Sub) /Revolving Frame Steel Of Outtrigger On Backhoe Loaders  <b>Undercarriage Related Parts</b> Bogie Assemblies Equalizer Bar H.I.C. Assemblies Pivot Shaft Assembly Recoil Springs Track Adjusters Track Roller Frame
<b>PREMIER + IMCS COVERAGE</b>	
All components listed under Premier Coverage, plus:	
<b>Intelligent Machine Control System</b> GNSS and GPS Antenna(s) GNSS Receiver/Controller GNSS Control Box and ICT Controller	IB Monitor Sensors and Encoders
<b>ENGINE ONLY COVERAGE</b>	
<b>ENGINE and all internal lubricated components within:</b> Belt Tensioner** Damper And Vibration Damper Engine Assembly Internal Components Engine Oil Filter Mount Engine Wiring Harness Fan And Pre-Lube Pumps/Motors Flywheel And Flywheel Housing Fuel Coolers Fuel Filter Mounts Fuel Manifolds/Valves Fuel Transfer, Auxiliary, and Lift, Pumps Oil Cooler	Power Take Off Senders, Solenoids, And Sensors Thermostat** Valves  <b>Engine Components Covered after Emission Warranty</b> EGR Valve and Cooler Electronic Control Modules Fuel Injectors** Injection Pumps Intake And Exhaust Manifolds Senders, Solenoids, And Sensors (used in these systems) Turbo Charger**
<i>This plan excludes coverage for any failure to any component caused by or resulting from the failure of a component not listed as a covered component, including any resulting damage to a listed component. See the Terms and Conditions document for complete plan details.</i>	

\* Indicates coverage for 24months /4000 hours

\*\* indicates coverage throughout the first 5000 hours

20160826\_epg komatsu\_mps\_us\_en

Page 2

This literature is descriptive only. The precise protection afforded is subject to the terms, conditions and exclusions of the plan as issued. Programs may be changed or cancelled without notice.

# LINDER | INDUSTRIAL MACHINERY COMPANY

Receiving

Branch: ORLANDO - SERVICE-SC0108

Date: 11/15/2021 11:10 AM

Unit No: E00045754

Make: KOMATSU

Model: HM400-5

RFID Tag No:  
11221700388A

Serial: 11327

Stock Status: STOCK

Hours: 2924.3

Act Hours:  
2924.3

RECEIVED FROM

LOCATION

29741 FL-54,ZEPHYRHILLS,33543,FLORIDA,US

Middlesex

ATTACHMENTS AND SERIAL NUMBERS

INTELLIGENT MACHINE

Console

Not Applicable

Present

Missing

Damage

CRITICAL NOTES

DAMAGE

**LH round mirror broken out.**

EX. CLEANING

**Extra time will be required to properly clean up this unit.**

FUEL

E  1/4  1/2  3/4  FULL

**3/4**

DAMAGES	Good	Repair	N/A	WORK EQ WEAR	Good	Replace	N/A
GLASS	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	BLADE or BUCKET	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
SHEET METAL	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	CUTTING EDGES or BUCKET TEETH	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
BELLY PANS MISSING / DAMAGED	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	SCARIFIER	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
STEPS / GRAB BARS	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	THUMB	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
DECALS	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	DRUM BITS (MILLING)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
MIRRORS	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	TOOL HOLDERS (MILLING)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
ANTENNAS	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	SCRAPERS (COMPACTION)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
SAFETY LOCK BARS / PINS	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	SPRAY BAR / NOZZLES (COMPACTION)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
HYDRAULIC CYL RODS (CHROME)	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>				
LIGHTS	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	TIRES WEAR	Good	Repair	N/A
HITCH PIN / TOW BAR	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	LEFT FRONT	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
CAB / INTERIOR / SEAT	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	LEFT CENTER	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
OPERATOR / SAFETY MANUALS	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	LEFT REAR	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
LIGHTS / BEACONS	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	RIGHT REAR	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
MONITORS (PXL)	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	RIGHT CENTER	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
MONITORS (WIRTGEN)	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	RIGHT FRONT	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
U/C TRACKS	Good	Repair	N/A	DESCRIPTION OF DAMAGE			
TRACK PADS (DAMAGED / WORN)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>				
ROLLERS	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>				
SPROCKETS / IDLERS	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>				
TRACK TENSION	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>				
TRACK ADJUSTERS	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>				

MISC/COMMENTS

**LH round mirror broken out.**



TRANSPORTED BY:

LINDER

CUSTOMER

OTHER

**Middlesex**

Signed By	Driver	Yard
Signature		
Name		Ronald Back
Date & Time	11/15/2021 11:21:34 AM	11/15/2021 11:21:34 AM

**Pictures**



11/15/2021 11:14 AM

General Photo



TW/15/2021 11:14 AM

General Photo





11/15/2021 11:14 AM

General Photo



11/15/2021 11:14 AM

General Photo

MODEL

HM400-5

SERIAL No.

11327

Identification Number

\*KMT HM016JKD011327\*



Komatsu Ltd., Tokyo, Japan

09602-10002

11/15/2021 11:14 AM

General Photo



11/15/2021 11:14 AM

General Photo

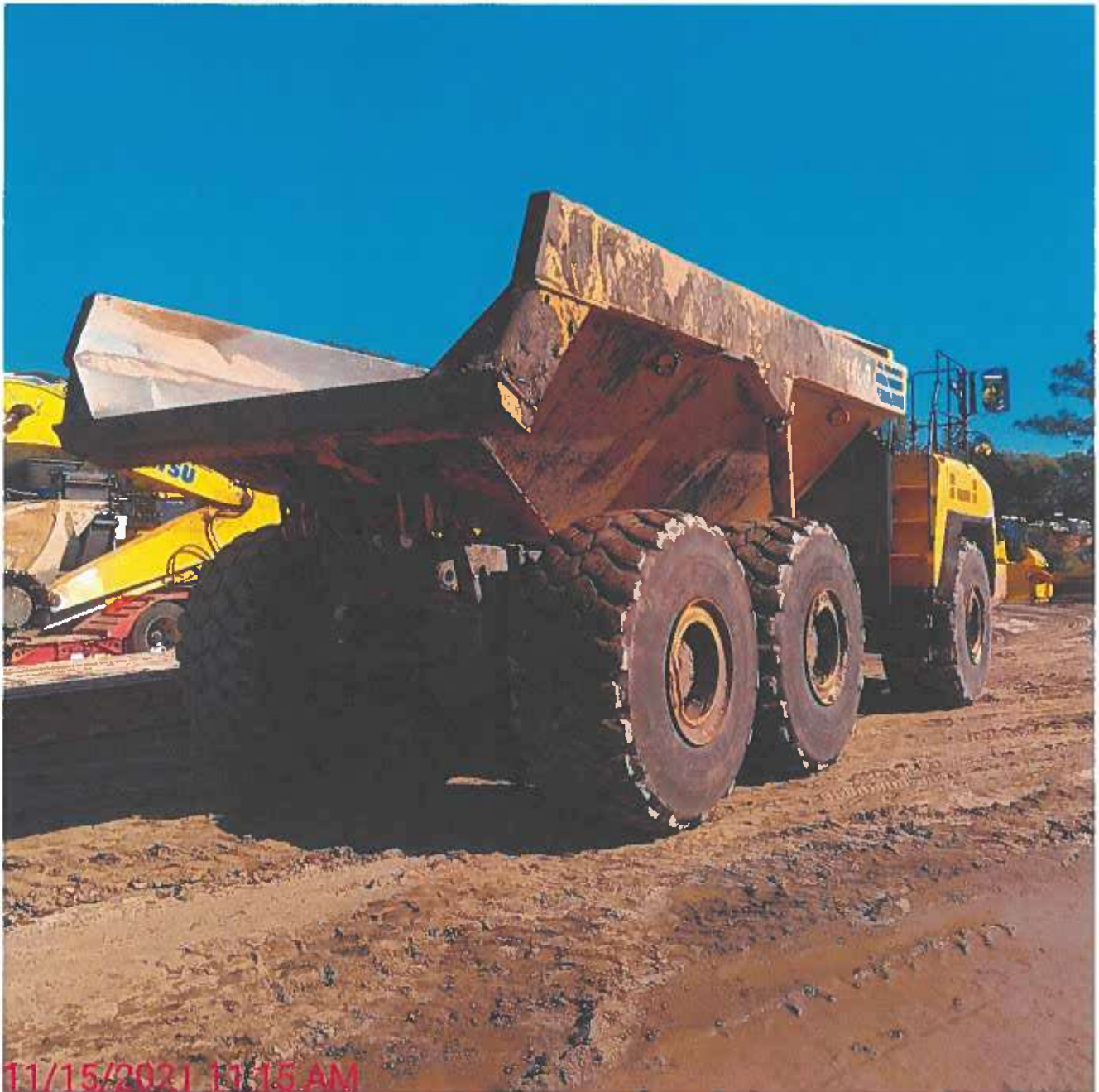


General Photo



11/15/2021 11:14 AM

General Photo



General Photo

## OCONEE CODE OF ORDINANCES

### Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

(a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety. The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not pre-empted by state or federal law.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Facility* means any building, structure, or real property owned, leased, rented, operated or occupied by the county or one of its departments, offices or agencies.

*Meeting* means any assemblage of persons for the purpose of conducting county governmental business, operations or functions or any assemblage of persons within a county governmental facility. The term "meeting" includes, but is not limited to, county council meetings, county board and committee and staff meetings, trials, hearings and other proceedings conducted in the courts of general sessions and common pleas, family court, master-in-equity, probate court and magistrate's court; and other meetings by entities duly authorized by the county council.

(c) *Prohibited acts.* It shall be unlawful for any person to:

- (1) Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting, or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.
- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.



PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE


OCONEE COUNTY COUNCIL

IN RE:

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 01/08/2021 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

  
\_\_\_\_\_  
Hal Welch  
General Manager

Subscribed and sworn to before me this  
01/08/2021

  
\_\_\_\_\_  
Aubry Bethea  
Notary Public  
State of South Carolina  
My Commission Expires November 20, 2030



---

**FRIDAY, JANUARY 8, 2021**

---

**Public Notice**

The Oconee County Council will meet in 2021 on the first and third Tuesday of each month with the following exceptions:

- April, July, & August meetings, which will be only on the third Tuesday of each of the three months;
- December meeting, which will be only the first Tuesday of the month.

All Council meetings, unless other-

---

wise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Waltham, South Carolina.

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 19, 2021 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 4, 2022 in Council Chambers at which point they will establish their 2022 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 19, 2021 in Council Chambers.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2021 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Waltham, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 16, April 20, July 20, & September 21, 2021.

The Transportation Committee at 4:30 p.m. on the following dates: February 16, April 20, July 20, & September 21, 2021.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 16, May 18, August 17, & October 19, 2021.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 16, May 18, August 17, & October 19, 2021.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 19 [Strategic Planning Retreat] & March 19 [Budget Workshop] and 5:00 p.m. on the following dates: April 13 & May 2021.

---

# Oconee County Council

Oconee County  
Administrative Offices  
415 South Pine Street  
Walhalla, SC 29691

Phone: 864-718-1023  
Fax: 864 718-1024

E-mail:  
[ksmith@oconeesc.com](mailto:ksmith@oconeesc.com)

John Elliott  
Chairman  
District I

Matthew Durham  
District II

Paul A. Cain  
Vice Chairman  
District III

Julian Davis, III  
Chairman Pro Tem  
District IV

J. Glenn Hart  
District V



The Oconee County Council will meet in 2021 on the first and third Tuesday of each month with the following exceptions:

- April, July, & August meetings, which will be **only** on the third Tuesday of each of the three months;
- December meeting, which will be **only** the first Tuesday of the month.

All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 19, 2021 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 4, 2022 in Council Chambers at which point they will establish their 2022 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 19, 2021 in Council Chambers.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2021 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 16, April 20, July 20, & September 21, 2021.

The Transportation Committee at 4:30 p.m. on the following dates: February 16, April 20, July 20, & September 21, 2021.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 16, May 18, August 17, & October 19, 2021.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 16, May 18, August 17, & October 19, 2021.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 19 [Strategic Planning Retreat] & March 19 [Budget Workshop] and 5:00 p.m. on the following dates: April 13 & May 4, 2021.



# Public Comment

## SIGN IN SHEET

6:00 PM

December 07, 2021

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

**PLEASE PRINT**

	FULL NAME	PURPOSE OF COMMENT
1	Tom Markovick	Impact Fees
2	MICKET HANEY	
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



# Public Comment SIGN IN SHEET

December 07, 2021

6:00 PM

## Public Comment Session regarding Redistricting 2020

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

**PLEASE PRINT**

	FULL NAME	PURPOSE OF COMMENT
1	Jean Jennings	
2	Berry Nichols	
3	<del>_____</del>	
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



